



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

February 2 , 2012

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB) , the City of Key West is soliciting competitive sealed Bids for the Grounds Maintenance: Navy Mole: ITB NO: 12-010 This package contains the following documents.

- a. Bidding Requirements
- b. Contract Forms
- c. Conditions
- d. Scope of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Birchard Ohlinger at 305-809-3747 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification and, past project history.

BID DOCUMENTS
FOR
Grounds Maintenance: Navy Mole

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
SCOPE OF WORK

ITB PROJECT #: 12-010

PREPARED BY:

THE CITY OF KEY WEST
KEY WEST, FLORIDA

February 2 , 2012

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PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 12-010: GROUNDS
MAINTENANCE NAVY MOLE

ISSUE DATE: 3 February 2012

OPTIONAL SITE VISIT: 24 February 2012 at 10am at the Navy Mole Pier Entrance Gate

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3140 Flagler
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: 7 March 2012 at 3pm

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West, for the Invitation to Bid (ITB) # 12-010: GROUNDS MAINTENANCE NAVY MOLE and will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on 7 March 2012 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- Grounds Maintenance Services as outlined on the attached Scope Of Work
- Duration of contract is 1 year with up to 2 additional options years.
- Contractor and employees are required to enroll in the Rapid Gate Pass System if awarded this contract.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #12-010Grounds Maintenance Navy Mole", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of

the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, contact Birchard Ohlinger 305-809-3747 or bohlinger@keywestcity.com

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Bid.

Dated this ____ day of _____, 2012

CITY OF KEY WEST, FLORIDA

BY: _____
Jim Scholl, City Manager
or Authorized Representative

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS **FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders provide a statement of qualification that includes the following:

- Photographs and descriptions of proposed equipment
- Organizational chart for all personnel involved in this project. Chart shall indicate who is the City's Point of Contact for this work
- Description of the company and past and current projects for the past 3 years
- A Safety Plan that is in conformance with EM385-1-1

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are not required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in **BLACK INK** or **TYPED**. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, **CODES, ORDINANCES, PERMITS, and LICENSES**.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,

- Anti-Kickback Affidavit
- Local Vendor Certification
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- **New item:** All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in PDF format (two CDs or flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 CD copies or flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY: Not Required

11. RETURN OF BID SECURITY

Not Applicable

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Agreement of Services. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Bid will make the award from the lowest, responsive, qualified Bidder for the base year that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Agreement of Services, sign and deliver to the Owner the Agreement with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Agreement, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Agreement.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS (Not Applicable to this bid)

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contact shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to one hundred (100) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. CONTRACT TERMS

This Contract is for a term of one (1) year from the date of the Agreement of Services is entered into. It is effective when signed by the parties. The parties may renew the Agreement on the same terms and conditions for an addition 2 each, 1 year option periods. With an increase negotiated by both parties, if mutually agreed to by CONTRACTOR and by Resolution of the City Commission at least sixty (60) calendar days prior to the contract expiration. Any increase to the contract will be based on the Consumer Price Index (CPI) for the year. If not renewed prior to the time specified, CITY may proceed to go out for bid for services.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – General Service license; \$98.70/year

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3140 Flagler St, Key West, Florida 33040
Project Title: Grounds Maintenance: Navy Mole
Project: ITB #12-010

BIDDER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ **Date:** _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for

a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #12-010: Grounds Maintenance Navy Mole

LUMP SUM BID PRICE

Base Year \$ _____

Bid Total in Words: (Base Year)

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Base Year Grounds Maintenance	1	12		
2	Base Year Special Event Mowing if directed by City	1	1		
3	Base Year Rapid Pass Application and Issuance	1	1		
TOTAL Base Year					

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Bid shall be sent.

Not Applicable

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
_____	_____
_____	_____
_____	_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2011.

(SEAL)

Name of Corporation _____

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

PROJECT ITB 12-010: Grounds Maintenance Navy Mole

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 2012.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB 12-010: Grounds Maintenance Navy Mole

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2012.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____
 Current Local Address: _____ Fax: _____
 (P.O Box numbers may not be used to establish status)

Length of time at this address _____

 Signature of Authorized Representative _____ Date _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

Return Completed form with
 Supporting documents to:
 City of Key West Purchasing

PART 2
CONTRACT DOCUMENTS

Agreement to Provide Grounds Maintenance Services: Navy Mole to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose mailing address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and _____ a Florida corporation whose address is _____, hereafter referred to as the "CONTRACTOR". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONTRACTOR is responsible for providing Grounds Maintenance Services at the Navy Mole as outlined in the Scope of Services in the ITB.

Article 2. Compensation

2.1 CONTRACTOR shall be entitled to receive payment upon completion of the following services:

Providing satisfactory monthly grounds maintenance services
Completion of a special mowing event if requested by the CITY
Upon obtaining RAPID GATE PASSES for CONTRACTOR

Article 3. Invoicing and Payment

Payments to the CONTRACTOR by the CITY shall be remitted upon approval of the CITY of the invoice prepared by CONTRACTOR.

Article 4. Obligations of the Contractor

4.1. General

A. The CONTRACTOR will serve as CITY'S professional representative under this AGREEMENT, providing grounds maintenance services. CONTRACTOR represents and warrants to the City that: (i) CONTRACTOR possesses all qualifications, licenses and expertise required for the provision of Services, with personnel having such licenses as may be required by the State of Florida; (ii) CONTRACTOR is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the person executing this Agreement on behalf of CONTRACTOR is duly authorized to execute same and fully bind CONTRACTOR as a party to this Agreement.

4.2. Standard of Care

- A. The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by consultants performing the same or similar services at the time said services are performed. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

4.3 CONTRACTOR'S Insurance

The Consultant shall keep in full force and effect at all times during the effective period of this contract, and at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Consultant. Waiver of Subrogation in favor of the City of Key West City Government is required on all policies except Workers' Compensation.

Consultant shall maintain limits no less than those stated below:

1. **Worker's Compensation** – Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars each accident.
2. **Commercial General Liability** The Consultant's Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than Five Hundred Thousand (\$500,000) Dollars Combined Single Limit per occurrence and One Million (\$1,000,000) Dollars annual aggregate. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
3. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles

4. Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies

shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

4.4 Subcontractors

A. The CONTRACTOR shall not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason.

4.5 Licenses

A. The CONTRACTOR will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$98.70.

Article 5. Obligations of the City

The CITY shall be responsible to accomplish the following:

- 1.1 Appointing a CITY Contract Administrator, who will be the primary point of contact between CONTRACTOR and CITY. The Administrator is responsible for overseeing Contractor's performance of this project. CITY is responsible for the cost of carrying out this responsibility, including, but not limited to the costs of staff, facilities, computer equipment, postage and consumable supplies.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be one (1) year from the effective date of the Notice to Proceed (NTP) with two (2) option years.

6.2 Force Majeure

- A. The CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONTRACTOR.

6.3 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Administrator.
- B. On termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.4 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. An equitable adjustment in CONTRACTOR'S compensation will be made as agreed to by both parties.

6.5 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR'S services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONTRACTOR. Any unauthorized assignment of related work product shall be void and unenforceable.

6.6 Indemnification

- A. CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The CONTRACTOR agrees to investigate, handle, respond

to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Nothing in this indemnification is intended to act as a waiver of the City's sovereign immunity rights, including those provided under section 768.28, Florida Statutes

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

6.7 Limitation of Liability

- A. CONTRACTOR's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONTRACTOR'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONTRACTOR'S officers, affiliated corporations, employees, and subcontractors.

6.8 Assignment

- A. CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason.

6.9 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any proceedings between the Parties shall be in Key West, Monroe, Florida.

6.10 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.11 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.12 Attorney's Fees

- A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

6.13 Independent Contractor

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the CITY under this Agreement.

6.14 Conflicts of Interest

CONTRACTOR has been procured and is being engaged by the CITY as an independent contractor, and not as an agent or employee of the CITY. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the CITY, nor any rights generally afforded classified or unclassified employees of the CITY. CONTRACTOR further understands that Florida workers' compensation benefits available to employees of the CITY, are not available to the CONTRACTOR. Therefore, CONTRACTOR agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the City under this Agreement.

6.15 Notices

All notices, demands, correspondence and communications between the City and CONTRACTOR shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: _____

Phone: _____
Fax: _____
Email: _____

To City: City of Key West
Attn: City Manager
3132 Flagler Avenue
Key West, Florida 33040

With a copy to: City Attorney
City of Key West
3132 Flagler Avenue
Key West, Florida 33040

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee. In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

6.16 Public Records

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

6.17 Waiver

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

6.18 Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

6.19 Audit of Records

The CITY reserves the right to audit the records of the CONTRACTOR covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

6.20 Nondiscrimination

The CONTRACTOR agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

6.21 The professional Services to be provided by CONTRACTOR pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the CITY from engaging other firms to perform Services.

6.22 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

6.23 The CONTRACTOR agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST

By:

Jim Scholl, City Manager

Attest:

Name Title

Dated this day of , 2012.

By: _____

Dated this _____ day of _____, 2012.

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

PART 3
CONDITIONS

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid Form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made
- c. Bidder shall thoroughly examine the scope of services, schedule, instructions and all other contract documents
- d. All bids shall be submitted in original plus one copy and two CDs (or flash drive) containing the completed bid in .pdf format
- e. Bidders are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in CITY ordinances and/or State and Federal Statutes

2. SUBMISSION OF BID

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the Bid Opening and the Bid Number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from the bid opening date.

3. REJECTION OF BIDS:

- a. The CITY OF KEY WEST may reject bids for any and /or all of the following reasons; (1) for budgetary reasons, (2) if bidder misstates or conceals a material fact in his/her bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

4. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instructions to bidders.

- b. Bid may be withdrawn prior to the time set for bid opening. Such request must be in writing addressed to the City Clerk.

5. LATE BID OR MODIFICATION:

- a. Bids and modifications received after the time set for the bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the bid opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
 - i. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - ii. Minority Business Enterprises (MBE) as applicable to this contract.
 - iii. Occupational Safety and Health Act (OSHA), as applicable to this contract.

7. COLLUSION:

- a. The Bidder by affixing his/her signature to this Invitation to Bid, agrees to the following; "Bidders certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects, fair, without outside control, collusion, fraud, or otherwise illegal action".

8. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

9. APPROPRIATIONS CLAUSE;

- a. If the contract or delivery extends beyond the current fiscal years, which end on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

10. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Project Manager on or before ten calendar (10) days prior to schedule opening a request for clarifications. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

11. DISCOUNTS:

- a. Bidders may offer a cash discount for prompt payment, however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with the discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received,

whichever is the later date. Payments are deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Request for bid, is most advantageous to the city, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his/her bid by specified limitations as provided in four (4).
- c. If two (2) or more bids received are for the same total amount or unit price, quality and services being equal, the contract will be awarded according to City ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

PART 4
SCOPE OF WORK



Navy Mole Grounds Maintenance

1. Project area is as indicated
2. Improved areas (Concrete or asphalt) shall have weed removal in accordance with the attached scope of work.
3. Unimproved areas shall be mowed in accordance with the attached scope of work.
4. Trimming and edging around all structures or equipment (temporary and permanent) shall be in accordance with the attached scope of work
5. No work will be performed when ships are present at the mole
6. Contract and staff shall be able to enrol in the rapid pass from the US Navy

Grounds Maintenance area is bounded in red

Attachment A
Part II

OUTER MOLE PIER
GROUNDS MAINTENANCE

1. General Requirements

1.1. All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.

1.2. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the grounds.

1.3. Work performance will comply with the Federal Occupational Safety and Health Act and EM385-1-1.

1.4. All original product packaging is subject to inspection by Navy Personnel prior to use.

1.5. All mechanized equipment (power mowers, trimmers, edging tools, blowers, etc.) must be turned off if you encounter the public (within 20 feet).

2. Lawn Maintenance Issues

2.1. Mowing

2.1.1. Paper, trash, branches, and other debris will be collected prior to each mowing. Collected materials are to be disposed of off premise and at no additional cost to the Government.

2.1.2. Contractor will mow grassed areas as needed according to seasonal growth.

2.1.3. No more than 1/3 of the leaf blades will be removed per mowing. Remaining grass shall have an even appearance, free of ruts and gouges. Mowing height will be in accordance with the following chart:

Year round grasses mowing height
*3 1/2 inches

Enclosure 1

Attachment A
Part II

*During periods of excessive rain and tall grass growth, the mower cut height may be raised (3 1/2 inches).

2.1.4. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.

2.1.5. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings where possible and present a neat appearance.

2.1.6. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.

2.2. Edging and Trimming

2.2.1. Grass adjacent to fixed objects, such as fencing, fencing curbs, etc. shall be trimmed to the same height as the general turf.

2.2.2. Contractor will edge all walkways every mowing.

2.2.3. Contractor will clean all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.

2.2.5. Use of herbicides is strictly prohibited.

3. General Maintenance

3.1. During each mowing, the Contractor will be responsible for removing all weeds around fence curbs, sidewalks, drives, and fence lines, property lines - anywhere that weeds are growing.

4. Inspection and Acceptance of Work

4.1. An inspection may be made by Navy Personnel within 24 hours of notification by the Contractor that the work has been performed.

4.3. The Navy Personnel may notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 4 hours to repair (during normal working hours), replace,

Enclosure 1

Attachment A
Part II

or redo the specified work. The Contractor will be responsible for all charges incurred.

4.4. All work must meet these specifications.
--End of Attachment A Part II--