



RIGHT OF WAY MAINTENANCE

BID NO. 03-17-01

DUE: TUESDAY, APRIL 4, 2017, 10:00A.M.

Right of Way Maintenance

**BID NO. 03-17-01
GREEN COVE SPRINGS, FLORIDA**

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BID ADVERTISEMENT

Sealed bids will be received by the City of Green Cove Springs, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043, until, **10:00 a.m. local time, April 04, 2017** at which time the bids will be publicly opened and read aloud, for the following City of Green Cove Springs project: **Bid No. 03-17-01, Right-of-Way Maintenance.**

Proposals shall comply with the conditions, instructions, specifications and terms as described in the bid package. Bids shall be mailed or delivered in person to City Hall, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043. Faxed, electronic, telephonic, or oral transmittals will not be accepted. Any bid received after the designated closing time will be immediately rejected. Bids shall be sealed in an envelope and plainly marked: **Bid No. 03-17-01, Right-of-Way Maintenance**

Bidders are expected to fully inform themselves of the requirements of the specifications. Failure to do so is at the Bidder's risk. Bidders will not secure relief on the plea of error or misunderstanding.

Bidders agree by signing and delivering a bid proposal to the acceptance of all terms, conditions and specifications of the bid package. **Bids are valid for a period of 60 calendar days after date of opening.**

Bidders declare that the only persons or parties interested in their bid are those named on the Bid Proposal Form. They state that their bid is in all respects fair and without fraud and without collusion with any official, agent, or employee of the City or anyone submitting another bid.

The City reserves the right to require the successful bidder to execute an agreement incorporating all bid documentation, and which contains standard provisions for default, bid security, attorney fees, termination, remedies, jurisdiction and other conditions deemed legally appropriate by the City. It is the desire of the City to enter into an agreement to complete this singular project.

The City reserves the right to accept or reject any or all bids in whole, or any part thereof, waive any or all irregularities, and award the bid to the responsible bidder determined to represent the City's best interests.

Bid packages may be obtained at www.greencovesprings.com or by calling Lauren Fitzgerald at City Hall, phone (904) 297-7500, ext. 3323.

By: Lauren Fitzgerald
Assistant Finance Director

March 9, 2017

THE CITY OF GREEN COVE SPRINGS IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL BIDDING PROVISIONS

INCLUSION OF INVITATION TO BID

Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

TERMS

Companies submitting a response to this bid will be referred to herein as Bidder. The City of Green Cove Springs will be referred to herein as City, Owner and/or City of Green Cove Springs.

PREPARATION OF FORMS

Bid proposals are accepted only on the Proposal Form provided by the City. Bidders should submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil or any erasures are unacceptable, however, mistakes crossed out and corrections inserted adjacent thereto, initialed in ink, by the person signing the proposal are acceptable. In case of any discrepancies between the unit prices quoted and extensions, the unit price shall prevail.

DATE AND RECEIPT OF BIDS

Formally advertised bids indicate a time and date for receipt of bids. Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

EXCEPTIONS TO BID

Bidders are advised to list any exceptions to the conditions, specifications or terms of this bid on the Clarifications & Exceptions form provided. The City reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

WITHDRAWAL OF BID

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Lauren Fitzgerald, Assistant Finance Director. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

REJECTION OF BID

The City reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the City to be in its best interests.

INCONSISTENCIES IN CONDITIONS

In the event of inconsistencies between the General Bidding Provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be posted to the City Website on the “Bids & Notifications” page. Interpretations, corrections, and changes shall not be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. All addenda issued shall become part of the contract documents. It is the Bidders responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

DISQUALIFICATION OF BIDDER

Bidders in litigation with the City will be disqualified from bidding.

Bidders may be disqualified as non-responsive and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the Proposal Form furnished by the City.
2. Lack of signature by an authorized representative on the Proposal Form.
3. Failure to properly complete the Proposal Form; provide a Bid Bond or Cashiers Check (if required) or to provide requested data or information.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of the bid forms. The City reserves the right to waive any minor informality or irregularity.
6. Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BRAND NAMES OR EQUAL

Whenever in this invitation any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, “or equal”.

Proof satisfactory to the City must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal.

The City has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the City and any sureties.

TAXES

The City is exempt from all State Retail Tax and Federal Excise Tax. The price/s bid must be net, exclusive of taxes.

TIES FOR LOWEST BID

Should there be a tie for the lowest responsive and responsible bid, normally quickest delivery or completion time will be used to break the tie. If such also results in a tie, or cannot be discerned as a tie-breaker, the Assistant Finance Director may advise the lowest bidders of the situation in writing, and then allow them to submit revisions within hours, as determined by the Assistant Finance Director. In such event e-mail revisions may be accepted which do not exceed their original price or term. If a tie still remains, a coin toss may be used.

FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State and local laws relative to conducting business in Clay County including, but not limited to, licensing, labor and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract entered into.

COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the City Council or any employee or representative thereof, will void all aspects of that bid solicitation.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bidder shall submit their bid on the Proposal Form enclosed herewith. The bidder shall sign the Proposal Form and provide all information requested thereon, except if otherwise stated within this Bid Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the City's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

MAILING, RECEIPT, OPENING AND VALIDITY OF BIDS

Proposals shall be submitted in a sealed envelope, so marked as to indicate the contents without being opened. ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:

CITY OF GREEN COVE SPRINGS
321 WALNUT ST.
GREEN COVE SPRINGS, FL 32043
ATTENTION: LAUREN FITZGERALD

Proposals will be opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043, and read aloud on the date and time specified in the advertisement notice. Bidders and/or representatives are invited to attend.

Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder. Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. One original and two copies must be submitted on or before the submittal deadline. Bidders shall submit one original marked "ORIGINAL" and one copy.

Submittal deadline: 10:00 a.m., April 4, 2017

Please label sealed envelope: **Bid No. 03-17-01, Right-of-Way Maintenance**

The bidder has the sole responsibility to have the response received by the City of Green Cove Springs at the above address and by the submittal deadline. Please note the City is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all contract documents and specifications and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document and to have visited or inspected the project site shall in no

way relieve him of any obligation to enter into a contract and provide delivery in strict accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The City reserves the right to award separately or as deemed in the best interest of the City. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. A price for all tree diameters must be given for consideration of bid award. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the “amount” indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the City shall be provided to the City, upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the City's delay or liquidated damaged.

The successful Bidder shall furnish within ten (10) consecutive calendar days after written notice of award, a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

LAWS AND REGULATIONS

All applicable Federal, State and local laws, ordinances, regulations and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONSULTANT, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

CITY'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bids forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the City.

AWARD OF BID TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Subject to the City's right to reject bids, and if the bid is reasonably the lowest responsive and responsible, recommendation for award to bidder will be made to the City Council. A contract will only be entered into with responsible bidders, qualified by experience and financial ability to do the work and/or supply service or materials.

WRITTEN ADDENDA TO BID

Written addenda issued by the City prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge receipt of the same in writing as indicated on the Proposal Form. No verbal representation of the City, its employees, or agents shall be binding and bidders shall not rely upon them.

COMPLETION OF W-9 FORM

All Bidders shall complete and return a W-9 Form. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the W-9 Form, otherwise the proposal will be rejected.

COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the enclosed Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders must complete and return with their Proposal Form the enclosed Drug Free Workplace Compliance Form.

SUPPLIER & CONTRACTOR PERFORMANCE EVALUATION

In an effort to enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City's needs and expectations are being met, the City's Supplier and Contractor Performance Evaluation Program may be utilized for this project.

PROOF OF INSURANCE AND WORKER'S COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000

3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000
b. Automobile Liability	
1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law	\$1,000,000
c. Workers Compensation/Employers Liability	
1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
d. Professional Liability	
1. When required by contract-per occurrence	\$1,000,000

SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. Small and Minority Businesses must submit a copy of their certification issued by the State of Florida, declaring they are in fact a small and/or minority business.

REFERENCES

Bidders should include on the included “Reference” sheet, at least three (3) references’ for which similar services have been provided.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning non-technical aspects of this Bid Invitation are to be directed to Lauren Fitzgerald, at (904) 297-7500 ext. 3323 between 7:00a.m. and 5:30p.m., Monday through Thursday, except legal holidays.

- bids@greencovesprings.com
- lfitzgerald@greencovesprings.com

SPECIAL INSTRUCTIONS

DESIGNATED REPRESENTATIVES

The Contractor shall contact Steve Thomas as the City's designated representative. The Contractor shall similarly designate a representative and advise the City of the individual and his/her contact information.

TERM OF CONTRACT

The Contract shall provide for the maintenance of City right of ways and ponds for a period of three years from the date of award, subject to cancellation by either party following sixty (60) days written notice. The term of the contract shall be no longer than three (3) years.

All prices submitted shall be firm. Bids containing an escalation clause will be rejected. All work shall be pre-assigned by the Field Supervisor or his designee. Under no circumstances shall the Contractor proceed to work in an area without the expressed direction of the Field Supervisor or his designee.

Bid Specifications and documents including the Bid Invitation, General Bidding Provisions and Proposal shall be considered a part of the contract and the Bidder, by affixing his signature to the Proposal, agrees to conform to all provisions and conditions of the Contract, except where otherwise stated on the sheet enclosed for "Clarifications and Exceptions".

CANCELLATION

The Owner reserves the right to terminate the Contract if the Contractor fails to adequately perform as described herein and/or as agreed in the Contract and further fails to correct such failure within twenty-four (24) hours after being given written notice of such failure by the Owner. Such termination will be effective immediately upon presentation of written notification to the Contractor. The Owner shall not be obligated to pay for work not performed at the time of cancellation of the Contract. The Owner reserves the right to terminate all or any part of the Contract for any reason upon thirty (30) days written notice.

EMERGENCY RATES

Emergency rates are defined as any work completed during non-business hours or any work done due to a natural disaster/storm. Emergency rates are calculated on an hourly rate per employee.

PROPOSAL FORM COMPLETION

Each space on the Proposal Form should be completed, as requested, with no alternatives presented. A price for all "Areas" and "Ponds" must be given for consideration of bid award. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

METHOD OF PRICING

Bidder must submit one price for each "Area" and "Pond" referenced on the Proposal Form. Bidders are requested to provide a price for the maintenance of the Right of Ways and Ponds; this price must include all duties listed within the Scope of Work.

PAYMENT

The Bidder agrees to accept payment within 30 days after the completion of the requested work. Payments will be based on the amounts, terms and specifications referenced under the provisions of this Bid.

SPECIFICATIONS & PERFORMANCE STANDARDS

The Contractor shall provide qualified personnel under the Contract at all times.

WORK WEEK

The normal work week shall be 40 hours from 7:00a.m. to 5:30p.m., Monday through Thursday. Work will not be done after 5:30p.m., on city observed holidays, or on weekends without written direction from the Field Supervisor (City's Designee). The City will assign all work locations by phone or meeting. The Contractor shall report to Steve Thomas at the start of each working day to discuss progress and to be advised of any changes in the work assignment.

SUBCONTRACTING

There shall be no subcontracting by the Contractor. Any contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or transferred to any other Contractor without prior written approval by the City Council otherwise it will be justification to cancel the contract.

PERMITS

The City will pay all permit fees internally, but the Contractor is responsible for securing the necessary permits through the City Building Department.

INSPECTION

The City shall make any and all inspections to assure conformance with the conditions of the Contract. If, upon inspection, nonconformance is found, the Contractor shall promptly make all corrections needed to conform.

COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to the City of Green Cove Springs specifications.

WASTE REMOVAL

All waste and/or non-hazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with the Owner.

RESPONSIBILITY FOR DAMAGE

The Contractor shall save and hold harmless the City against all liability from damage to property or injury or death of any persons arising from or in any way connected with the work being performed.

The Contractor shall reimburse the City for any costs the City may experience in defending any litigation involving the Contractor.

In the event of any liability arising from the joint negligence of the City and the Contractor each shall be liable to the other and for any damages to third party in proportion to its legally determined relative degree of fault. The City's total liability, however, shall not exceed, under circumstances, the limits of liability as set forth in Florida Statutes limiting municipalities' tort liability.

RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall obtain permission of any property owner before entering such owner's premises.

The Contractor shall provide supervision to insure high quality workmanship and continuous productivity.

The Contractor shall check all damage claims resulting from his operations and will be responsible for the damaged property.

The Contractor must let the Project Manager or his designee know when he is working. All work areas shall be properly cleaned before leaving.

The Contractor shall have a local telephone or answering service to answer complaints and for contact if needed from Public Works Division. The number shall be made available before commencing work.

The Contractor shall report immediately all claims to the Project Manager or his designee.

SAFETY

All safety precautions by state or federal law for personnel and the public shall be observed. The Contractor shall use approved safety methods in all work performances to protect employees and other persons. All D.O.T. work area protection rules and regulations shall be observed.

RIGHT OF WAY MAINTENANCE - SCOPE OF WORK & DETAILS

Area of Responsibility: Those areas outlined on Attachment A (map), outline all streets that are to be maintained. Generally, this consists of all the right of ways within the “core City” and Magnolia West. It is approximately 25 miles of right of way. Most right of ways should be maintained 15 - 20 feet from the back of curb or edge of asphalt.

Frequency for maintaining the areas of responsibility: Maintenance shall be on a three (3) week cycle nine (9) months of the year starting in March and going through November. The remaining three (3) months (December through February) should be completed one (1) time every month.

Mowing limits: All turf shall be cut at a height of three (3) inches. There shall be no scalping and/or gouging of the turf.

Litter Removal: All litter must be removed and disposed of as you move through the area you are maintaining.

Edging of sidewalks and or curb: All sidewalks and curbs shall be edged during every maintenance cycle. Additionally, all grass should be removed from sidewalk cracks and cracks between curb and asphalt during every maintenance cycle.

Weed eating: All sign post and obstacles shall be mowed around and must be trimmed with weed eaters for a good, clean cut during every maintenance cycle.

Clean up: All vegetation must be removed from the streets and or sidewalks and curbs by means of sweeping or blowing back into the maintained area within the right of way. This is to ensure no debris is getting into the storm sewer.

Damages: All damages and or safety items hazardous to the public and/or your agency shall be reported immediately to the Public Works Department.

Weed killer: There is to be no weed killer or other chemicals applied unless prior approval for such application is approved by the City in writing.

Notification: The agency must notify the City of their schedule and where they will be working at all times.

Tree & Shrub growth: Must be kept back to the edge of right of way, and to a height of 12 feet.

CITY OWNED POND AREA MAINTENANCE SCOPE OF WORK AND DETAILS

Area of Responsibility: There are currently ten (10) ponds (approximately 6.5 acres of mowing area) owned and maintained by the City. The locations are shown in blue on the attached map.

Maintenance Frequency: The frequency shall be the same as the rest of the right of way areas for the pond banks.

Mowing Limits: All turf shall be cut to a height of three (3) inches. There shall be no scalping or gouging of the turf. The ponds shall be maintained from right of way to the water's edge. In the instance of dry ponds, the entire pond area shall be mowed.

Litter Removal: All litter must be removed and disposed of as you move through the area you are maintaining.

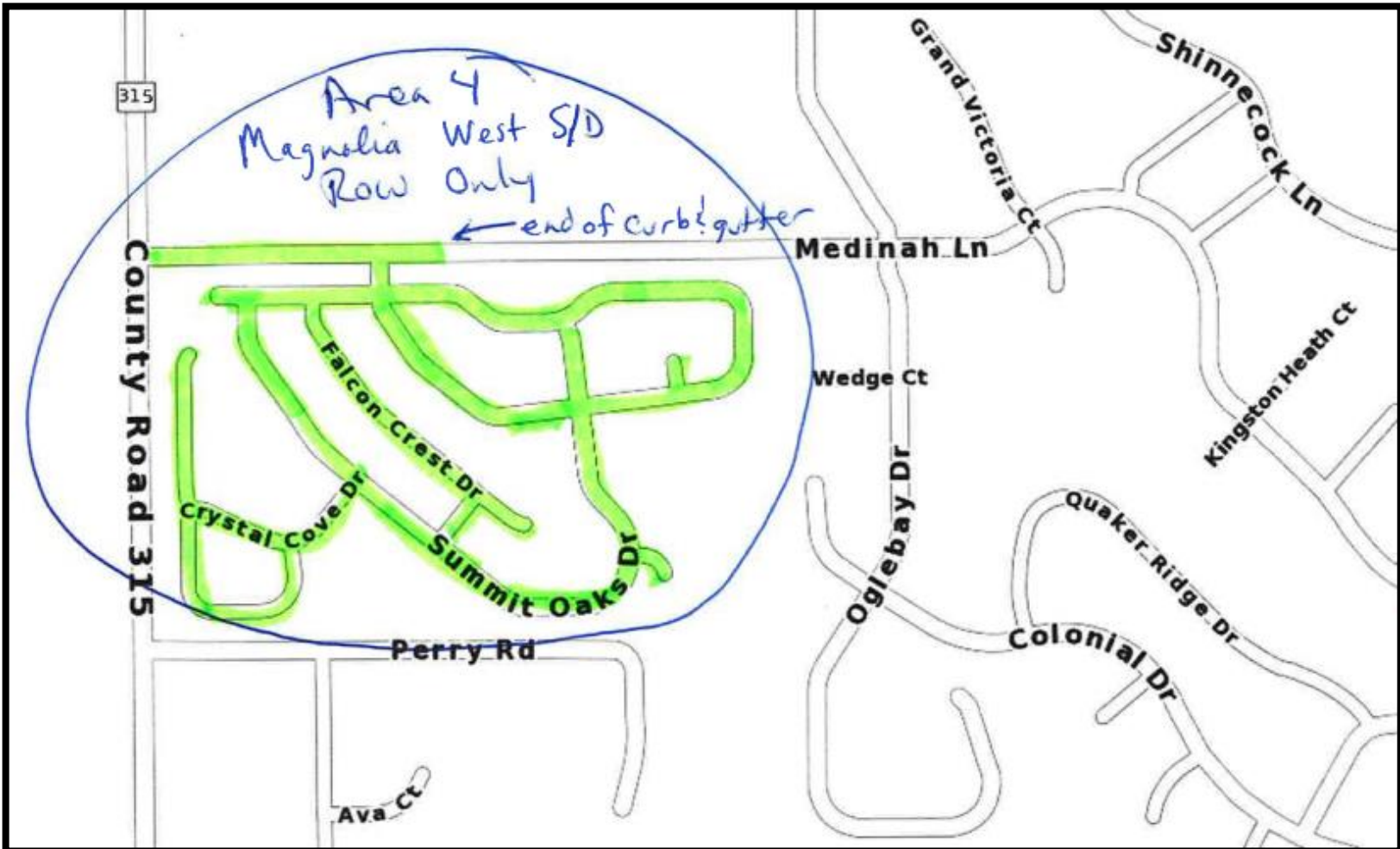
Fence lines: All fence lines must be maintained in good shape and all growth around and under must be maintained at the same level as the rest of the area including keeping all trees and or limbs cut back off the fencing four (4) feet.

Water area: The water area (bottoms of wet ponds) shall be maintained twice per year to keep all growth out of the water area. This can be accomplished with chemicals as long as the contractor uses a licensed aquatic contractor and receives prior written approval from the City.

Exhibit A – Map of Areas

City of Green Cove Springs





PROPOSAL FORM

BID NO. Bid No. 03-17-01, Right-of-Way Maintenance

City’s Designated Representative (regarding this Bid Package): Lauren Fitzgerald, Assistant Finance Director, at (904) 297-7500 ext. 3323 or lfitzgerald@greencovesprings.com.

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 City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled “Clarifications and Exceptions” and is enclosed within this bid package.

BIDDER: _____

ADDRESS: _____

Bidder’s Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

(Name) (Title) (Phone Number)

Bidder’s Signature: _____

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.

_____, _____, _____, _____, _____ pertaining to Bid No. **Bid No. 03-17-01, Right-of-Way Maintenance.**

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

*REFER TO THE **SPECIAL INSTRUCTIONS** OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

Right of Way Areas to be Maintained		Ponds to be Maintained	
AREA #1	\$		
AREA #2	\$		
AREA #3	\$		
AREA #4	\$		
TOTAL COST (ALL AREAS)	\$	TOTAL COST FOR ALL PONDS (10)	\$
Total Contract Cost for ALL SERVICES			\$

Bidder must include the following Documentation:

- ___ Proposal and Bid Form
- ___ Sworn Statement of Public Entity Crimes
- ___ Drug Free Workplace Compliance Form
- ___ References
- ___ Clarifications and Exceptions
- ___ Standard Addendum to All City Contracts
- ___ Form W-9

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

NON-BIDDER'S RESPONSE

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City of Green Cove Springs
Attn: Lauren Fitzgerald
321 Walnut Street
Green Cove Springs, FL 32043

Please be sure “**NO BID**” and **Bid No Bid No. 03-17-01, Right-of-Way Maintenance**, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

1. We do not provide the nature of products or services requested in this bid. _____

2. We are unable to meet the Specifications requested in the bid. _____

3. We are unable to comply with other terms of this Bid Invitation. _____

*Please provide details: _____

4. The bid was too restrictive. _____

5. The bid was not sufficiently clear. _____

Other comments: _____

Vendor/Contractor: _____

Address: _____

Phone: _____

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print 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: _____.)

2. 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 business with any public entity or with an agency or political subdivision of any other state or of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as described in paragraph 287.133(1)(a), Florida Statute, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the 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 a 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 affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), 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.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally know: _____ Title: _____

OR produced identification _____ Notary Public –State of _____

_____ My commission expires _____

(Type of identification)

Printed typed or stamped commissioned name of notary public

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:
The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, _____

_____ (name of business), fully complies/does not comply with the above requirements.

Vendor/Contractor Signature

Date

REFERENCES

The following are client/customer references for whom _____ (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company’s and its representatives services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	Address	Phone No.	Contact Person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify our status with the following.

Submitting Respondent

Signature

Date

TITLE: Right-of-Way Maintenance.
BID NO. 03-17-01

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

Vendor/Contractor Signature

Date

STANDARD ADDENDUM TO ALL CITY CONTRACTS AND AGREEMENTS

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term “Contractor” means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term “City” means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor’s offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: _____
Mayor

By: _____
(Printed Name and Title)

ATTEST:

By: _____
Julia W. Clevinger, City Clerk