

CITY OF BARTOW



INVITATION FOR BID

**CONTRACTOR TO PROVIDE LOT CLEARING
SERVICES AT VARIOUS RESIDENTIAL OR COMMERCIAL
LOCATIONS THROUGHOUT THE CITY**

FOR THE CODE ENFORCEMENT DEPARTMENT

IFB# CE2021-22-023

IFB - ISSUE DATE: TUESDAY, OCTOBER 19, 2021

**MANDATORY PRE-BID MEETING – 9:00 A.M. (EDT)
THURSDAY, NOVEMBER 4, 2021**

**BARTOW CITY HALL – COMMISSION CHAMBERS
450 N. WILSON AVE.
BARTOW, FL 33830**

**BID OPENING – 10:30 A.M. (EDT)
THURSDAY, NOVEMBER 11, 2021**

**BARTOW CITY HALL – COMMISSION CHAMBERS
450 N. WILSON AVE.
BARTOW, FL 33830**

For Questions: Contact

Gregg Lamb, Building Official
City of Bartow
450 N. Wilson Ave.
Bartow, FL 33830
(863) 534-0157
glamb.building@cityofbartow.net

Submit Bids To:

Deborah L. King, Purchasing Department
City of Bartow
450 N. Wilson Ave.
Bartow, FL 33830
(863) 534-0141
dking.purchasing@cityofbartow.net

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CITY OF BARTOW
NOTICE OF PROPOSAL

Notice is hereby given that SEALED PROPOSALS, one (1) original and two (2) copies will be received by the Purchasing Department, c/o Bartow City Hall, 450 N. Wilson Avenue, Bartow, FL 33830 up to 10:30 a.m. (EDT) on Thursday, November 11, 2021 to be opened thereafter and publicly read in Commission Chambers located at Bartow City Hall, 450 N. Wilson Ave., Bartow, FL 33830.

Scope of Work: The City of Bartow is seeking qualified Mowing Contractors for Lot Clearing Services at various locations throughout the City of Bartow for our Code Enforcement Division per specifications. This Proposal shall be for a period of one (1) year with an option to extend the bid for three (3) additional years at one (1) year intervals.

There will be a **MANDATORY PRE-BID MEETING** held on Thursday, November 4, 2021 at 9:00 a.m. (EDT) in the Commission Chambers located at Bartow City Hall, 450 N. Wilson Ave., Bartow, FL 33830. Only those in attendance will be allowed to submit a proposal.

All proposals shall be securely sealed in an envelope and clearly marked on the outside with the Proposer's name, address, date, time and name of the bid including bid number. The City of Bartow will not be responsible for bids opened before the specified time due to envelopes that are not properly addressed and/or unmarked as instructed in this notice.

Bid documents may be obtained by contacting Deborah King in the Purchasing Department via email at dking.purchasing@cityofbartow.net or by visiting the City of Bartow's website, www.cityofbartow.net by clicking on the Review Current Bids on the Home Page.

The City of Bartow reserves the right to reject any or all bids in whole or part and/or to accept or reject any items in the bid and waive any informality.

The City of Bartow is an Equal Employment Opportunity Employer; all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law. Small businesses including minority, woman and service-disabled veterans are encouraged to participate.

Contractor(s) to provide Lot Clearing Services
per Specifications

Legal Ad
IFB # CE2021-22-023
Polk News Sun
October 20, 2021 & October 27, 2021

Bid Acknowledgement/Registration Form
(This Form Must Be Returned Upon Receipt of Bid Proposal)

October 19, 2021

Acknowledgement of Receipt of Bid:

This letter is to acknowledge we have received IFB# CE2021-22-023

All Proposers shall return this Acknowledgement Form along with your W-9 (if a new contractor to the City of Bartow or your company has changed its name or address) upon receipt of bid packet to the City of Bartow's Purchasing Department by emailing it to dking.purchasing@cityofbartow.net.

Thank you,

Deborah L. King
Purchasing Department

REMARKS: _____

NAME OF BUSINESS: _____

MAILING ADDRESS: _____

NAME (SIGN & PRINT): _____

TITLE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

CONTACT NAME (IF DIFFERENT THAN ABOVE) _____

It is recommended that persons or firms wishing to submit proposals register with the City of Bartow. This Acknowledgement/Registration Form is included for your convenience. Please include your W-9. An Online Vendor/Bid Application is also available on the City's website. If you do not return this page, you will not receive addenda that may be issued, which could result in disqualification of your proposal.

AFFIDAVIT OF COMPLIANCE
STATEMENT OF "NO-BID"

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF BARTOW, PURCHASING DEPARTMENT, P.O. BOX 567, BARTOW, FL 33831-0567 OR EMAIL TO dking.purchasing@cityofbartow.net.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON IFB# CE2021-22-023 OPENING ON THURSDAY, NOVEMBER 11, 2021, TO PROVIDE LOT CLEARING SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF BARTOW FOR OUR CODE ENFORCEMENT DIVISION FOR THE FOLLOWING REASON(S):

- ☐ SPECIFICATIONS ARE TOO "TIGHT" (PLEASE EXPLAIN REASON BELOW)
- ☐ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID
- ☐ WE DO NOT OFFER THESE PRODUCTS.
- ☐ OUR PRODUCTION SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- ☐ UNABLE TO MEET SPECIFICATIONS
- ☐ UNABLE TO MEET BOND REQUIREMENTS
- ☐ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW)
- ☐ OTHER (PLEASE EXPLAIN BELOW)

REMARKS: _____

COMPANY NAME

ADDRESS

SIGNATURE AND TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

DATE

**CITY OF BARTOW
INSTRUCTIONS TO PROPOSERS
PLEASE READ CAREFULLY**

1. **F.O.B. Point:** All prices covered by this contract will include the cost of transportation to the City of Bartow, Florida.
2. **Acceptance and Rejection:** The City of Bartow reserves the right to reject any or all bids in whole or part, to accept or reject any items in the bid, and to waive any informalities and to accept any bid deemed in the best interest of the City of Bartow.
3. **Taxes:** No taxes shall be included in any bid price. The City of Bartow is exempt from state and federal sales use and excise tax.
4. **Prices:** Unless otherwise specified, all prices and/or discounts shall be firm for the duration of the contract. In the event of price decreases the City of Bartow shall be given full proportionate benefits immediately at any time during the contract period.
5. **Invoices:** Any invoices at higher prices than the contract price shall be held until proper credit memorandums have been received. Any applicable cash discounts that apply as the result of this contract shall be taken even though the allowable time has elapsed due to the time awaiting credit memorandums. **All original invoices must be mailed to the City of Bartow, Purchasing Department, P.O. Box 567, Bartow, Florida 33831-0567 or they may be emailed to Purchasing@cityofbartow.net.**
6. **Terms and Contracts:** In order for cash discount terms to be considered as part of the effective bid price, time allowed shall be at least thirty (30) days for payment.
7. **Manufacturer's Name:** Any manufacturer's name, trade name, brand name, information and catalog numbers used herein are for proposes of description and establishing general quality levels. References are not intended to be restrictive of any products that manufacturer may offer. The determination as to whether any alternate product or service is equal shall be made by the city of Bartow and such determination shall be final and binding among all bidders.
8. **Specifications:** Any deviations from bid specifications indicated herein shall be clearly stated, otherwise it shall be considered that items offered are in strict compliance with specifications, and successful bidder shall be held responsible. Deviations shall be explained in detail.
9. **Long term contracts:** This section applies to contracts in which purchases will be made as needed over a period of one (1) year or more. In this case, quantities shown are estimates of usage anticipated during the contract period and may vary more or less. Unless otherwise specified, contracts shall be for a period of one (1) year from the date of bid award.

10. **Placing of Orders**: The award of this bid does not constitute an order. Before shipments or service is provided, the vendor shall receive a signed Purchase Order or Purchase Order number. In some cases, contractors shall be issued blanket orders. In this case shipments shall be specified on the order.
11. **Performance**: Efficient service is essential to this contract. Therefore, if determined that the holder of the bid is unable to meet delivery within a reasonable amount of time it may become necessary to make procurement from other bidders or suppliers. This shall be determined by the City of Bartow.
12. **Insurance**: Certificate of Insurance and/or Workers Compensation shall be furnished with your proposal. The City of Bartow shall be named as additional insured.
13. **Licenses**: Businesses based within the City limits of the City of Bartow shall furnish a copy of the most recent City of Bartow Business/Occupational License. Businesses based outside the City limits of the City of Bartow but are based in Polk County or those businesses based outside Polk County shall furnish a copy of the most recent Polk County Business/Occupational License.
14. **Bid Acknowledgement/Registration Form**: This form provided herein shall be included with your proposal.
15. **Affidavit of Compliance Statement of "NO BID"**: This form provided herein shall be included with your proposal.
16. **Drug-free Workplace**: This form provided herein shall be included with your proposal.
17. **Certification Regarding Debarments, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transaction**: This form provided herein shall be included with your proposal.
18. **Prices Firm Form**: This form if provided herein shall be included with your proposal.
19. **Qualification Statement**: This form, if provided herein shall be included with your proposal.
20. **Sworn Statement of Public Entity Crimes**: This form provided herein shall be included with your proposal.
21. **Non-Collusive Affidavit**: This form provided herein shall be included with your proposal.
22. **Background Check Affidavit**: This form provided herein shall be included with your proposal.

SECTION 1 – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Bartow, Florida (the City) is seeking qualified contractor(s) to provide contract lot mowing services at various locations throughout the City of Bartow, per specifications.

1.2 City Background Information

The City of Bartow, Florida (hereinafter known as “the City”) was granted its municipal charter in 1882. It is located in Central Florida, within Polk County, and is accessible from U.S. Hwy 17 and State Hwy 60. Its neighboring cities are Lakeland and Winter Haven and it is situated between Tampa and Orlando. It is the County Seat and serves a resident population of approximately 18,029.

The City provides many municipal services. These services include Fire Protection, Police Protection, Public Works, Parks and Recreation, Library Services, Golf, Electric Distribution, Water Treatment, Wastewater Treatment, Stormwater Treatment, Fiber Optic Services and Solid Waste Collection.

The City is governed by a Commission-Manager form of government. The City Manager, who is appointed by and serves at the pleasure of the elected five-member City Commission, services as the City’s Chief Executive Officer. Elected officials serve 3-year staggered terms and are chosen in non-partisan elections. Three seats represent specific districts and two seats are elected at-large. Annually the City Commission elects one Commissioner to serve as Mayor. The City Commission is responsible for the legislative and policy direction functions of City government.

1.3 Point of Contact

All inquiries concerning this Invitation for Bid (IFB), questions, and request for additional information shall be sent in writing via email to the Purchasing Department and the City of Bartow’s Code Enforcement Department at the following:

E-mail: Deborah L. King at dking.purchasing@cityofbartow.net and Gregg Lamb at glamb.building@cityofbartow.net

1.4 Pre-Proposal Meeting

A **MANDATORY** pre-bid meeting will be held at 9:00 a.m. on Thursday, November 4, 2021 in the Commission Chambers located at Bartow City Hall, 450 N. Wilson Ave., Bartow, FL 33830. Only those in attendance will be allowed to submit a proposal.

1.5 Insurance Requirements – Coverages

Successful Proposer shall, at minimum, provide, pay for, and always maintain in force during this project the following insurance.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

LETTER OF PUBLIC RECORDS LAW

Dear Contractor:

This is a reminder of your obligation under Florida's Public Records law codified in Chapter 119, Florida Statutes. As referenced in the General Terms and Conditions of any contract you have had with the City of Bartow, your firm is required to allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Public Records include all records, regardless of physical form, characteristics, or means of transmission that were made or received in connection with official business which are used to perpetuate, communicate, or formalize knowledge. The policy of the State of Florida is that public records are open for the personal inspection and copying of any person. As such, all public records may be inspected and copied by any person at any reasonable time and under reasonable circumstances.

The custodian of such records must also acknowledge requests for public records promptly and provide the records as quickly as possible with only two permissible delays; the time it takes to locate the requested records and the time to review the records for exemptions.

As potential custodians of public records, vendors are prohibited from any of the following actions:

1. Requiring the identity of the requestor
2. Requiring the request for records be in writing
3. Requiring the reason or purpose of the records request
4. Restricting viewing records to hours other than normal business hours
5. Delaying the production of records based on an employee's workload
6. Delaying the production of records due to a burdensome request

However, vendors are not required to provide personnel to answer questions regarding the content of requested records. In addition, vendors are not required to create a new record to fulfill a public records request nor reformat its records into a particular form as demanded by a requestor.

If a public records request is received, you should provide notice to Jacki Poole, City of Bartow, City Clerk jpoole.clerks@cityofbartow.net. Additional notice should be provided when the request has been fulfilled.

If you have any questions, or need additional information, please contact either, Jacqueline Poole, City Clerk, or Donna Clark, Assistant City Clerk at 863-534-0100.

Sincerely,

Jacqueline Poole
City Clerk

Section 2 – STANDARD TERMS AND GENERAL CONDITIONS

2.1 Independent Contractor

The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employees of the City of Bartow. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Bartow, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters

2.2 Sub-Contractors

If the Proposer proposes to use sub-contractors in the course of providing these services to the City, this information shall be disclosed at the time of engagement. Such information shall be subject to review, acceptance and approval of the City, prior to any work authorization. The City reserves the right to approve or disapprove of any sub-contractor proposed to perform work for the City.

2.3 Addenda, Changes and Interpretations

2.3.1 Any inquiry or request for interpretation received (7) or more days prior to the due date from the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than five (5) days prior to the proposal opening date. Addenda will be posted on the City's website. Each prospective proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by them. It is the responsibility of each prospective Proposer to check the City's website and to verify that they have received all addenda issued, before Proposals are opened. No verbal interpretations shall be relied upon.

2.3.2 Failure to acknowledge receipt of addenda may constitute grounds for deeming the proposal non-responsive.

2.4 Multiple Proposals

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proper is involved except for sub-proposers. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.5 Variances

For purposes of proposal evaluation, Proposers must indicate any variances, no matter how slight, from the IFB General Conditions, Special Conditions, Specifications or Addenda.

No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the IFB and referenced in the space provided on the Proposal pages. If variances are not stated, or referenced as required, it be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.6 Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the Contractor of their performance responsibilities.

2.7 Mistakes

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions of the Invitation for Bid. Failure of the Proposer to examine all pertinent documents shall not entitle them any relief from the conditions imposed in any ensuing contract and may lead to rejection of a proposal.

2.8 Proposer's Cost

The City shall not be liable for any costs incurred by Proposers in responding to this IFB.

2.9 Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.10 Qualifications Statement

Each Proposer shall complete the Qualifications Statement, and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents require there under with the Proposal may constitute grounds for deeming the proposal non-responsive.

2.11 Licenses and Certifications

Proposer shall be appropriately licensed to perform the services offered. Proposers shall possess, at the time of proposal opening, all required licenses and certifications. Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the response.

2.12 Insurance

2.12.1 The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this IFB. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.

2.12.2 The successful Proposer as well as related sub-contractors shall provide a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of the IFB as a part of receiving any ensuing contract, at the time of entering into the contract.

2.13 Indemnification

The Contractor shall at all times indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend the City of Bartow, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any ensuing contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City of, at City's option, pay for an attorney selected by the City to defend the City of Bartow. The provisions and obligations of this section shall survive the expiration or earlier termination of any ensuing contract. To the extent considered necessary by the City, any sums due Contractor under any ensuing contract may be retained by City until all of the City's claims for indemnification pursuant to the Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

2.14 Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinance, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.15 Cone of Silence

During the course of this solicitation, a Cone of Silence shall apply as follows:

2.15.1 A Cone of Silence shall be in effect beginning upon the advertisement for proposals. The Cone of Silence shall terminate at the time the City awards the contract for services or takes other action which ends the Competitive Solicitation.

2.15.2 Any person or entity that seeks a contract award or that is subject to being evaluated or having its response evaluated in connection with this solicitation, including a person or entity's representative, shall not have any communication with any City Commissioner, City Management or their respective support staff or any person or group of persons appointed or designated by the City Manager to evaluate or make a recommendation relating to a contract award.

2.15.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the City's Code Enforcement Department.

2.15.4 Any action in violation of this section shall be cause for disqualification of the proposal. The determination of a violation shall be made by the City.

2.16 Public Records / Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspections. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

2.17 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Proposer, supplier, sub-contractor, or contractor 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 a category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18 Anti-Collusion

The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-contractors if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of any contract and removal from the proposer's list.

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

2.19 Conflict of Interest

2.19.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any ensuing contract.

2.19.2 No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposers and removal of the Proposer from the City's Proposer's List and prohibition from engaging in any business with the City.

2.19.3 No sub-contractor can be on more than one proposal submitted under this IFB.

2.20 No Contingent Fee

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure any contract that may ensue and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any ensuing contract. For the breach or violation of this provision, the City shall have the right to terminate any ensuing contract without liability at its discretion.

2.21 Entire Agreement

This Invitation for Bid, all attachments and exhibits, addenda, and any ensuing contract states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provision hereof shall be effective unless in writing executed by the parties.

2.22 Assignment

Contractor shall not transfer or assign or subcontract the performance require by the IFB without the prior written consent of the City. Any award issued pursuant to this IFB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.23 Default and Termination

2.23.1 Termination for Cause

In the event the Contractor shall default on any of the terms, obligations, restrictions

or conditions in any ensuing contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced with three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedies to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.23.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate and ensuing contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor shall state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

2.23.3 Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.24 Advertising

In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.25 Venue

All legal action relating to this solicitation or any ensuing contract award will be adjudicated in Polk County pursuant to the laws of Florida.

2.26 Truth-in-Negotiation Certificate

2.26.1 Execution of any Agreement by the Proposer resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Proposer's most favorable customer for the same or substantially similar service.

2.26.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate representations of fees paid to outside contractors. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

2.27 Standard of Care

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Contractor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing stand of care.

END OF SECTION 2

SECTION 3

LOT CLEARING SPECIFICATIONS

GENERAL:

1. The City of Bartow requests the submittal of bids from contractors that are interested in providing the necessary labor, material, and equipment to perform lot clearing on vacant lots and abandoned properties. The contractor will be responsible for correcting code violations relating to grass/weeds, junk, trash, debris, and overgrowth.
2. Award will be based on the lowest two (2) bids. The “primary” contractor and the “secondary” contractor will be chosen from these two bids.
3. Bid price shall be based on mowing and removal of debris for parcels sized 72’ x 100’ (.17 acre). Work performed on lots smaller or larger than the standard 72’ x 100’ parcel will be adjusted according to the percentage of acreage that varies from the standard parcel bid. Bid price shall include cost for disposal of debris at the landfill. An example cost schedule is attached.
4. Bid price shall be based on the knowledge that certain parcels may only be awarded a few times a year on an “as needed” basis and grasses and weeds may exceed several feet in height.
5. The areas of work are within the incorporated boundaries of the City of Bartow.
6. The successful contractor shall do all the work and furnish, at his/her own expense, all labor, supervision, materials, tools, equipment, and other facilities as may be necessary and proper for performing and completing the work under this contract. The contractor shall be responsible for the entire work until completed and finally accepted by the City.
7. The Code Enforcement Department reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever is in the best interest of the City.

CONTRACTOR REQUIREMENTS:

8. **Mowing equipment must be sufficient to cut excessive overgrowth, large parcels of land, and all vegetation in excess of twelve (12) inches in height down to no more than three (3) inches in height.** Bid shall include the cost of transportation for all equipment.
9. **The contractor must** have the ability to receive service requests and submit documentation and invoices electronically.
10. **The contractor shall submit** individual digital photographs of each parcel before and after work is completed, with each identified by the date the parcel was cleared and property address. The entire parcel boundaries must be clearly visible in each digital photograph.

Failure to submit these digital photographs and other required documentation herein will result in no payment.

11. **The contractor must** be able to observe parcels that have already been mowed to below twelve (12) inches upon their arrival to perform work. Such parcels are considered compliant with City codes. The contractor will notate this observation in their documentation and should not mow or include such parcels in their invoice to the City.
12. **The contractor will be allowed ten (10) days** to respond and complete standard service requests, and twenty-four (24) hours for emergency service requests.
13. **The contractor must remove and dispose of** all junk, trash, and debris prior to mowing. This includes all material that could become a projectile, including branches up to four (4) inches in length and all material that cannot be shredded and distributed by the mowing equipment.
14. **All sidewalks and paved surfaces** must be edged and cleared of grass and grass clippings. All clippings must be disposed of in a proper manner, and kept free of roadways, i.e., bundled and delivered to the landfill.
15. **The contractor shall preserve from damage** all property associated with, or which is in the vicinity of or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the contractor.
16. **The contractor is responsible** for contacting the Code Enforcement Department for re-inspection of the property prior to submitting an invoice for any work performed. All re-inspections must be requested within twenty-four (24) hours of work being performed. And all invoices must include the date the violation was corrected.
17. **Reworking** required due to negligence or inadequate procedures of the contractor will be the sole responsibility of the contractor and shall be completed within three (3) days of notification. No additional payment will be due for the reworking of non-acceptable areas. Any work at a given site or location requiring more than (2) inspections will result in the contractor being assessed an inspection fee of **\$25.00** beginning with the 3rd inspection. The fee will be assessed on the 3rd inspection and subsequently each inspection after for the site or location in question. The inspection fee will be deducted from the amount due to the contractor for work performed on that particular parcel.

18. **INSURANCE REQUIREMENTS**

1. **COMMERCIAL GENERAL LIABILITY /COMMERCIAL AUTOMOBILE LIABILITY:**
The Contractor/Vendor shall maintain commercial general liability (CGL) insurance and commercial automobile liability insurance with a limit of not less than \$100,000 each occurrence.

2. EVIDENCE OF INSURANCE:

The Contractor/Vendor shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

3. BUSINESS TAX RECEIPT AND/OR OCCUPATIONAL LICENSE:

The Contractor/Vendor shall provide evidence of current, valid required business tax receipts and/or occupational licensure.

ADDITIONS / REVISIONS / DELETIONS:

19. Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be invalid and the bid will not be considered. The Code Enforcement Department shall be the sole judge as to whether any addition, revision or deletion changes the intent of the bid.

PERFORMANCE OF WORK:

20. The work required under this bid shall be performed by the entity submitting the bid and shall not be sub-contracted to another party.
21. The period of performance for this bid is one (1) year from the date of award and upon mutual consent of the City of Bartow and the Contractor, may be renewed at the same terms and conditions for up to three (3), one (1) year periods. All prices shall remain unchanged during the period of performance, as specified herein.
22. It is mutually agreed that; (a) if the contractor fails to begin work when required to do so, or (b) if at any time during the progress of the work it appears to the Code Enforcement Officer, that the contractor is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily, or (c) if the force of workmen or quality of material furnished are not sufficient to insure completion of the work within the specified time, or (d) if the contractor shall fail in any manner of substance to observe the provisions of this contract reserves the right to declare the contractor in default. The Building Official will notify the contractor(s), by a written notice, setting forth the ground or grounds upon which such default is declared, and the contractor must discontinue the work.
23. In the event of default, an Award may be made to the next lowest bidder in which case the next lowest bidder shall be required to furnish the services at the prices contained on

their bid or the City may use such other methods required to fulfill the terms and conditions of the contract.

24. For further information, please contact the Code Enforcement Department at (863)534-0157.

END OF SECTION 3

SECTION 4

FORMS

**ALL FORMS SHALL BE FILLED OUT
AND SUBMITTED WITH YOUR BID PROPOSAL**

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Bartow for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 business'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 for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2. (a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List (Telephone No. (202) 501-4740 or (202) 501-4873).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction s authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Sworn Statement on Public Entity Crimes

1. This sworn statement is submitted with Bid # _____ 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 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "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 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 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 Cityship 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 an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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. (Indicate which statement applies, do not leave blank.)

_____ 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 officer 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 placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Proposer's Name

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking
Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Non-Collusive Affidavit

_____ (Proposer's Name) being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Proposer's Name

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Background Check Affidavit

STATE OF FLORIDA

COUNTY OF _____

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. I, _____, intend to enter into an agreement with the City of Bartow to provide the services detailed in IFB # CE2021-22-023.
4. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or sub-consultant having access to city property prior to beginning the work.
5. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or sub-consultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or sub-consultant who has been convicted of an offense stated in Section 38-117(d) or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this _____ day of _____, 2021.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 2021 by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2021.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or Rank)

(Serial Number, if any)

My Commission Expires: _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: City of Bartow – Attn: Purchasing Dept.
Address: 450 N. Wilson Avenue
Bartow, FL 33830

Submitted By: _____

Name: _____

Address: _____

City, State, Zip Code: _____

Circle One
Corporation
Partnership
Individual
Other

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: _____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?

- a. Under what other former names has your organization operated? _____
 - b. How many years has your company been in business? _____
 - c. How many government agencies does your company currently provide these services for and which ones? _____

7. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration. _____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why? _____

9. Will you be using any sub-contractors? Yes or No _____
- a. If so, state the name, address, phone number, and tasks to be performed for each?

 - b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform. _____

10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Bartow employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) name(s) and positions(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313(12)(b)3.

Yes _____ No _____ Name(s) and Position(s) _____

11. List the pertinent experience of the key individuals of your organizations (continue on additional sheets, if necessary).

12. State the name of the individual who will have personal supervision of the work:

13. Briefly describe your firms' financial status and provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time.

14. Provide evidence of your company's financial stability and of its probability of remaining viable throughout the term of the contract.

15. Briefly explain how your company will communicate with the City of Bartow.

The proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City if awarded a contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract, shall cause the City to reject the Proposal, and if after the award, to cancel and terminate the award and/or Contract.

Proposer's Signature

Date

PRICES FIRM FORM

ATTENTION ALL BIDDERS:

PLEASE INCLUDE THIS SHEET WITH YOUR PROPOSAL.

Company Name: _____

Company Address: _____

Authorized Representative: _____

Print

Signature

Date: _____

Title: _____

Phone Number: _____ Fax: _____

E-Mail _____

Prices quoted will be valid for one (1) year from the date of award unless otherwise specified.

This bid has an option to renew for three (3) additional years at one (1) year intervals, if agreed upon by both parties.

PRICE(S) FIRM: YES _____ NO _____

Percentage of escalation anticipated (if any): _____

Past performance, delivery and prices will be considered when awarding bids. All Percentages of escalation should be clearly stated. All bids should reflect a delivered price wherever possible.

**# OF
UNITS**

TYPE OF EQUIPMENT

Service Fees Worksheet Instructions

In your bid packet you will receive a Lawn Care Service Fees Sheet that you will use to state your bid per standard parcel size (.17 acres).

Note the highlighted area.

Lawn Care Service Fees - City of Bartow
10/01/2020 - 09/31/2021

% +/-	Acres	Sq. Ft	Cost
100%	1.17		\$200.00
99%	1.16		\$199.00
98%	1.15		\$198.00
97%	1.14		\$197.00
96%	1.13		\$196.00
95%	1.12		\$195.00
94%	1.11		\$194.00
93%	1.10		\$193.00
92%	1.09		\$192.00
91%	1.08		\$191.00
90%	1.07		\$190.00
89%	1.06		\$189.00
88%	1.05		\$188.00
87%	1.04		\$187.00
86%	1.03		\$186.00
85%	1.02		\$185.00
84%	1.01		\$184.00
83%	1.00		\$183.00
82%	0.99		\$182.00
81%	0.98		\$181.00
80%	0.97		\$180.00
79%	0.96		\$179.00
78%	0.95		\$178.00
77%	0.94		\$177.00
76%	0.93		\$176.00
75%	0.92		\$175.00
74%	0.91		\$174.00
73%	0.90		\$173.00
72%	0.89		\$172.00
71%	0.88		\$171.00
70%	0.87		\$170.00
69%	0.86		\$169.00
68%	0.85		\$168.00
67%	0.84		\$167.00
66%	0.83		\$166.00
65%	0.82		\$165.00
64%	0.81		\$164.00

% +/-	Acres	Sq. Ft	Cost
63%	0.80		\$163.00
62%	0.79		\$162.00
61%	0.78		\$161.00
60%	0.77		\$160.00
59%	0.76		\$159.00
58%	0.75		\$158.00
57%	0.74		\$157.00
56%	0.73		\$156.00
55%	0.72		\$155.00
54%	0.71		\$154.00
53%	0.70		\$153.00
52%	0.69		\$152.00
51%	0.68		\$151.00
50%	0.67		\$150.00
49%	0.66		\$149.00
48%	0.65		\$148.00
47%	0.64		\$147.00
46%	0.63		\$146.00
45%	0.62		\$145.00
44%	0.61		\$144.00
43%	0.60		\$143.00
42%	0.59		\$142.00
41%	0.58		\$141.00
40%	0.57		\$140.00
39%	0.56		\$139.00
38%	0.55		\$138.00
37%	0.54		\$137.00
36%	0.53		\$136.00
35%	0.52		\$135.00
34%	0.51		\$134.00
33%	0.50		\$133.00
32%	0.49		\$132.00
31%	0.48		\$131.00
30%	0.47		\$130.00
29%	0.46		\$129.00
28%	0.45		\$128.00
27%	0.44		\$127.00

% +/-	Acres	Sq. Ft	Cost
26%	0.43		\$126.00
25%	0.42		\$125.00
24%	0.41		\$124.00
23%	0.40		\$123.00
22%	0.39		\$122.00
21%	0.38		\$121.00
20%	0.37		\$120.00
19%	0.36		\$119.00
18%	0.35		\$118.00
17%	0.34		\$117.00
16%	0.33		\$116.00
15%	0.32		\$115.00
14%	0.31		\$114.00
13%	0.30		\$113.00
12%	0.29		\$112.00
11%	0.28		\$111.00
10%	0.27		\$110.00
9%	0.26		\$109.00
8%	0.25		\$108.00
7%	0.24		\$107.00
6%	0.23		\$106.00
5%	0.22		\$105.00
4%	0.21		\$104.00
3%	0.20		\$103.00
2%	0.19		\$102.00
1%	0.18		\$101.00
AVG	0.17	7200	\$100.00
1%	0.16		\$99.00
2%	0.15		\$98.00
3%	0.14		\$97.00
4%	0.13		\$96.00
5%	0.12		\$95.00
6%	0.11		\$94.00
7%	0.10		\$93.00
8%	0.09		\$92.00
9%	0.08		\$91.00
10%	0.07		\$90.00

The highlighted area indicates the amount you would charge to mow a standard size parcel (0.17 acres, or 7,200 sq. ft.).

In the sample we have put in \$100 to illustrate how the sheet will auto-populate once we enter your bid amount.

Any size parcel not represented on the Lawn Care Services Fees Sheet will be calculated by using the same formula as those listed.

Lawn Care Service Fees - City of Bartow
10/01/2020 - 09/31/2021

% +/-	Acres	Sq. Ft	Cost
100%	1.17		\$0.00
99%	1.16		\$0.00
98%	1.15		\$0.00
97%	1.14		\$0.00
96%	1.13		\$0.00
95%	1.12		\$0.00
94%	1.11		\$0.00
93%	1.10		\$0.00
92%	1.09		\$0.00
91%	1.08		\$0.00
90%	1.07		\$0.00
89%	1.06		\$0.00
88%	1.05		\$0.00
87%	1.04		\$0.00
86%	1.03		\$0.00
85%	1.02		\$0.00
84%	1.01		\$0.00
83%	1.00		\$0.00
82%	0.99		\$0.00
81%	0.98		\$0.00
80%	0.97		\$0.00
79%	0.96		\$0.00
78%	0.95		\$0.00
77%	0.94		\$0.00
76%	0.93		\$0.00
75%	0.92		\$0.00
74%	0.91		\$0.00
73%	0.90		\$0.00
72%	0.89		\$0.00
71%	0.88		\$0.00
70%	0.87		\$0.00
69%	0.86		\$0.00
68%	0.85		\$0.00
67%	0.84		\$0.00
66%	0.83		\$0.00
65%	0.82		\$0.00
64%	0.81		\$0.00

% +/-	Acres	Sq. Ft	Cost
63%	0.80		\$0.00
62%	0.79		\$0.00
61%	0.78		\$0.00
60%	0.77		\$0.00
59%	0.76		\$0.00
58%	0.75		\$0.00
57%	0.74		\$0.00
56%	0.73		\$0.00
55%	0.72		\$0.00
54%	0.71		\$0.00
53%	0.70		\$0.00
52%	0.69		\$0.00
51%	0.68		\$0.00
50%	0.67		\$0.00
49%	0.66		\$0.00
48%	0.65		\$0.00
47%	0.64		\$0.00
46%	0.63		\$0.00
45%	0.62		\$0.00
44%	0.61		\$0.00
43%	0.60		\$0.00
42%	0.59		\$0.00
41%	0.58		\$0.00
40%	0.57		\$0.00
39%	0.56		\$0.00
38%	0.55		\$0.00
37%	0.54		\$0.00
36%	0.53		\$0.00
35%	0.52		\$0.00
34%	0.51		\$0.00
33%	0.50		\$0.00
32%	0.49		\$0.00
31%	0.48		\$0.00
30%	0.47		\$0.00
29%	0.46		\$0.00
28%	0.45		\$0.00
27%	0.44		\$0.00

% +/-	Acres	Sq. Ft	Cost
26%	0.43		\$0.00
25%	0.42		\$0.00
24%	0.41		\$0.00
23%	0.40		\$0.00
22%	0.39		\$0.00
21%	0.38		\$0.00
20%	0.37		\$0.00
19%	0.36		\$0.00
18%	0.35		\$0.00
17%	0.34		\$0.00
16%	0.33		\$0.00
15%	0.32		\$0.00
14%	0.31		\$0.00
13%	0.30		\$0.00
12%	0.29		\$0.00
11%	0.28		\$0.00
10%	0.27		\$0.00
9%	0.26		\$0.00
8%	0.25		\$0.00
7%	0.24		\$0.00
6%	0.23		\$0.00
5%	0.22		\$0.00
4%	0.21		\$0.00
3%	0.20		\$0.00
2%	0.19		\$0.00
1%	0.18		\$0.00
AVG	0.17	7200	
1%	0.16		\$0.00
2%	0.15		\$0.00
3%	0.14		\$0.00
4%	0.13		\$0.00
5%	0.12		\$0.00
6%	0.11		\$0.00
7%	0.10		\$0.00
8%	0.09		\$0.00
9%	0.08		\$0.00
10%	0.07		\$0.00



Bid Form for Lot Clearing Services

Write in your bid for the average size lot of 0.17 acres:

\$ _____

We will input your bid as noted on the sample Lawn Care Service Fees sheet. Please refer to that sample sheet to see how your bids will be populated.