

SUPPLEMENTAL LANDSCAPE MAINTENANCE SERVICES

BLUEWATER BAY MUNICIPAL SERVICES BENEFIT UNIT (BWB MSBU)



BWB MSBU DIRECTORS

**BWB MSBU
INVITATION TO BID NO. 2021-01**



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU).

ISSUE DATE:

August 2, 2021

LAST DAY FOR QUESTIONS:

August 9, 2021 2:00 P.M. CST

RFP OPENING DATE & TIME:

August 24, 2021 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____

EXT: _____

FAX: _____

EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SUBMITTAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SUBMITTAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:
OR PRINTED NAME _____

TYPED _____

TITLE: _____

DATE: _____

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) August 24, 2021** for the **Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent’s areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½” x 11” where practical.

All originals must have original signatures in blue ink.

Bid documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

<https://bluewaterbayfl.org>

At **3:00 p.m. CST August 24, 2021** all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent’s name and **“Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)”**. The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Purchasing Department** located at 5479A Old Bethel Rd., Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 5479A Old Bethel Rd, Crestview, FL 32536.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Supplemental Landscape Services for Bluewater Bay Municipal Services Unit (MSBU)
2021-01
Okaloosa County Purchasing Department
5749A Old Bethel Rd.
Crestview, FL 32536**

Jeffrey Hyde
Purchasing Manager

Date

SECTION 1

SCOPE OF WORK

SECTION 1.1 PURPOSE

The Bluewater Bay Municipal Services Benefit Unit (BWB MSBU) was created to provide certain community services supplemental to and not intended as replacement of services which Okaloosa County or the State of Florida has responsibility to provide. These supplemental community services include improvement, repair and maintenance of grounds, landscaped areas including irrigation, signage and street lights in common areas.

The resulting contract will include the services previously noted, with the exception of street light maintenance, as described herein and Attachment 2. The services to be performed shall be specifically described for each assignment in individual Task Orders approved by the BWB MSBU and the County. No work shall commence until a fully executed Task Order is issued to the Contractor.

SECTION 1.2 CONTRACTOR RESPONSIBILITY

The responsibilities of the Contractor are as follows:

1. The Contractor shall furnish all labor, equipment, and all other materials, supplies and incidentals for the supplemental community services in common areas as described herein and Attachment 2.
2. All equipment used by the Contractor shall be of commercial grade and in good, safe working order. Any cleaning or chemical supplies used by the Contractor must be EPA registered and a written list of such items with Material Safety Data Sheets (M.S.D.S.) will be immediately available to the BWB MSBU upon request.
3. The Contractor shall be responsible for the disposal of all materials removed from the site on a daily or weekly basis and will deposit such materials in appropriate disposal sites. Examples include such things as plant prunings, trash picked up, and excessive grass clippings.
4. The Contractor shall be responsible for assuring that the common areas are in a clean condition and shall report to the BWB MSBU Manager any condition, which requires BWB MSBU action. Such reports shall be at least weekly, and shall be made immediately if it involves water leakage or potentially dangerous conditions. These conditions include, but are not limited to, repairs needed to the signage, irrigation systems, and plantings, landscaping deterioration or any other damage.

5. The Contractor agrees that in the event that work is not performed or is incomplete, the Contractor shall not be paid for non-performance or incomplete work. Payment to the Contractor shall be adjusted to reflect only completed work. The BWB MSBU Manager shall make this adjustment.

6. Adjustments made under this section will be made in conformance with the cost associated with the service not performed as outlined in the Contractor's bid proposal (Attachment 2).

7. The Contractor agrees to comply with the laws, statutes, ordinances, rules and regulations of the United States, State of Florida, Okaloosa County, and the BWB MSBU. This shall include, but is not limited to, Worker's Compensation, Unemployment Compensation, Wage and Hour Laws, OSHA requirements, etc.

8. The Contractor agrees to employ only United States citizens, or those legally permitted to work in the United States.

9. Invoices shall be submitted to the BWB MSBU Manager per task order for work covered under the Scope of Work. The maintenance report shall document services performed in accordance with Attachment 1. Any work that falls outside the Scope of Services must be separately procured in compliance with the County's Purchasing Manual.

10. The Contractor shall provide on-site supervision when services are being performed. The supervisor shall be authorized to represent the Contractor in all operational matters.

11. Contractor shall be available for in-person meetings with BWB MSBU personnel when necessary.

12. Contractor must be insured. Contractor must be licensed in the State of Florida and Okaloosa County for the work performed.

13. Subcontractors must be properly licensed and insured. Subcontractors are under the supervision of the general contractor. Note: There are no contractual agreements between the BWB MSBU and subcontractors.

SECTION 2

TERMS OF CONTRACT

SECTION 2.1 TERM

The initial term of this contract shall be from date of full execution to September 30, 2024. The contract may be renewed for an additional two one-year periods, if approved in writing from the BWB MSBU Board of Directors. Option Year renewals are subject to availability of funds. Written notice of intent to execute the upcoming option year will normally be provided at least sixty (60) days prior to the end of the current contract period. Either party may terminate this contract by serving a forty-five (45) day written notice upon the other party. When the agreement expires, it shall be automatically extended for any individual executed Task Order until the scope of services is completed and final invoice is paid.

SECTION 2.2 COSTS

The contract amount for the periods shown in Section 2.1 will be in accordance with the amount bid (see Attachment 2).

SECTION 2.3 PAYMENTS

Payment shall be made in accordance with each authorized Task Order for work completed as required by Attachments 1, 2, 3, 4, or 5, less any liquidated damages for unacceptable or incomplete work. The Contractor shall submit invoices for each Task Order to the BWB MSBU Manager listed in Section 3.1, email: manager@bam.gccoxmail.com for approval. Payments shall be made after the BWB MSBU has verified that all the terms and conditions of the contract have been met by the Contractor and the approved invoice has been submitted to the Accounts Payable Section of the Okaloosa County Finance Department. Payments will be mailed directly from Okaloosa County to the Contractor. Any work that falls outside the Scope of Services shall be separately procured in compliance with the County's Purchasing Manual. Failure to do so will deem such work unapproved and ineligible for payment.

SECTION 2.4 LIQUIDATED DAMAGES

In the event that work performed by the Contractor is incomplete or unacceptable, the BWB MSBU Manager listed in Section 3.1 shall make the appropriate deduction from the monthly invoice in accordance with the bid (see Attachment 1).

Any work not required to be performed in any given period, for example, less frequent mowing due to dry conditions, will require an appropriate deduction from the monthly invoice in accordance with the bid prices shown in Attachment 1.

In the case of *Additional work/special projects*, Section 2.7 below, if work performed by the Contractor is incomplete or unacceptable, the BWB MSBU shall withhold payment until corrections have been satisfactorily completed. In the event Contractor fails to complete the project within the specified time, the payment amount will be reduced by 10% of the total contract for each week, or part thereof, beyond the contract completion date.

SECTION 2.5 TERMINATION

The BWB MSBU reserves the right to terminate the contract for cause upon issuing a Notice of Default to Contractor and providing Contractor fifteen (15) days to cure such default. Either party may terminate this contract by serving a forty-five (45) day written notice upon the other party

SECTION 2.6 ANNUAL APPROPRIATION

In the event that funds are insufficient or are not appropriated for this contract in any fiscal year, the BWB MSBU reserves the right to modify, adjust or cancel the contract in accordance with availability of funds. The BWB MSBU shall provide the Contractor no less than thirty (30) days prior notification of modifications, adjustments, or termination because of a lack of funds.

SECTION 2.7 ADDITIONAL WORK/SPECIAL PROJECTS

Any work that falls outside the Scope of Services must be separately procured in compliance with the County's Purchasing Manual. Failure to do so will deem such work unapproved and ineligible for payment.

SECTION 2.8 OVERHEAD AND PROFIT

Labor and Material rates used in Attachment 2, Cost Spreadsheets, **are to be loaded rates which include overhead and profit.**

NOTE: Include firm name at bottom of each spreadsheet page to ensure positive identification of each page. This may be done manually or by adding the name in the footer on the line provided.

SECTION 2.9 BWB MSBU REPRESENTATIVE

The BWB MSBU authorized representative of this agreement is:

Laura Landsberger

Office

Phone: 850.279.6050
Cell: 850.217.1352
Email: manager@bam.gccoxmail.com
Mailing Address: 4400 E. Highway 20, Suite 311
Niceville, FL 32578

SECTION 2.10 QUESTIONS AND ADDEUNDM

All questions should be submitted in writing to DeRita Mason at dmason@myokaloosa.com no later than 3:00 P.M. CST on August 12, 2021. Any addendums will be posted no later than August 17, 2021.

**SECTION 3
SPECIAL BID CONDITIONS**

SECTION 3.1 INFORMATION

For additional information regarding this specification, contact DeRita Mason, Okaloosa County Purchasing, 850-689-5960 or dmason@myokaloosa.com). Any revisions, clarifications, or responses to bidder's questions regarding this specification shall be in writing and furnished to all bidders.

SECTION 3.2 PERMITS

The Contractor shall be responsible for obtaining all necessary permits.

SECTION 3.3 RIGHT TO WAIVE AND REJECT

1. The BWB MSBU, in its absolute discretion, may reject any proposal of a bidder that has failed, in the opinion of the Board, to complete or perform any similar contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner and potential bidders must be aware of the emphasis placed on this condition.
2. There is no obligation on the part of the BWB MSBU to award the contract to the lowest bidder. The BWB MSBU reserves the right to award the contract to a bidder submitting a responsive proposal with a resulting negotiated agreement that is most advantageous to and in the best interest of the BWB MSBU. The BWB MSBU further reserves the

right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The BWB MSBU shall be the sole judge of the proposal and the resulting negotiated contract that is in its best interest and its decision shall be final.

3. The BWB MSBU specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the bid. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

SECTION 3.4 DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal:

1. More than one proposal for the same work from an individual, firm or corporation under the same or different name;
2. Evidence that the bidder has a financial interest in the firm of another bidder for the same work;
3. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the BWB MSBU until such participant shall have been reinstated as a qualified bidder;
4. Uncompleted work that in the judgment of the BWB MSBU might hinder or prevent the prompt completion of additional work if awarded;
5. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts, or.
6. Default under previous, or similar, contract.

The BWB MSBU, in its absolute discretion, may reject any proposal of a bidder that has failed, in the opinion of the Board, to complete or perform a prior contract in a satisfactory manner, and this condition is emphasized to all potential bidders.

SECTION 3.5 EXCEPTIONS TO SPECIFICATION

Bidder shall clearly list any deviations from, or exceptions to this specification. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable proposal page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.

SECTION 3.6 ADDITION / DELETION OF ITEMS

The BWB MSBU reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of the BWB MSBU.

When deemed necessary, the BWB MSBU may define and negotiate amendments with the contractor, to include appropriate costs, to clarify and/or specify modifications to include work that must be done on a routine recurring basis.

SECTION 3.7 BANKRUPTCY

Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

SECTION 3.8 EVALUATION OF BIDS

1. It is the bidder's responsibility to assure that their proposal is delivered no later than the date and time specified at the location designated on bid form. Delivery time will be logged and delivery receipts will be provided at time of delivery.
2. Proposals will be evaluated by the BWB MSBU Board of Directors and selection of a bidder with whom to contract shall be based on the "best value" to the BWB MSBU using the following criteria as the basis for award:
 - a) Past performance, and/or references
 - b) Demonstration of adequate manpower and equipment to meet the requirements defined in Attachment 1
 - c) Contractor meets the requirements/specifications, (does bidder's proposal indicate an understanding of the total contract effort?)
 - d) Proposed cost and rates

Bidders may bid on any or all properties, but contractors bidding the entire project are preferred. The BWB MSBU reserves the right to award on an "all-or-none" basis or "location-by-location" basis whichever is in the best interest of the BWB MSBU.

SECTION 3.9 PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the BWB MSBU; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the BWB MSBU; and may not transact business with the BWB MSBU.

SECTION 3.10 DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to the BWB MSBU; may not submit a proposal on a contract with the BWB MSBU; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with the BWB MSBU; and may not transact business with the BWB MSBU and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Title XIX, Section 287.017, for CATEGORY TWO (\$25,000 limit) for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 3.11 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies, including the BWB MSBU.

All offerors must also disclose the name of any County officer or employee, including the BWB MSBU, who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must submit a statement with the proposal, if he is an officer or employee of the County, including the BWB MSBU, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

SECTION 3.12 DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the MSBU for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: For bidder's convenience, this certification form is included in the **BIDDER SUPPLEMENTAL INFORMATION** section and is made a part of the bid package.

SECTION 3.13 CONTRACTORS INSURANCE REQUIREMENTS

1. Insurance Requirements:

- A. The Contractor shall not commence any work in or for the BWB MSBU until it as obtained all required insurance and such insurance has been approved by the MSBU.
- B. Certificates of Insurance must be submitted to the MSBU evidencing required Insurance as a part of all quotes or bids to perform work for the MSBU.
- D. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A. M. Best & Co., Inc.
- E. The MSBU reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- F. The Contractor will cause his insurance provider to forward Certificates of Insurance to the MSBU for all renewal policies for which the MSBU holds a Certificate of Insurance on an expiring policy.

2. **Required Insurance**

- A. Workers' Compensation Insurance: The Contractor shall secure and maintain during the life of the contract Workers' Compensation insurance for all employees employed. In case any work is sublet by the Contractor, the Contractor will require the Subcontractor to provide Workers' Compensation insurance for all employees. Such insurance shall comply with the Florida Workers' Compensation Law.
- B. Business Automobile and Public Liability Insurance: The Contractor shall maintain Business Automobile Liability insurance coverage during the life of the contract. The insurance shall include Owned, Non-Owned and Hired motor vehicle coverage.
- C. The contractor shall carry Public Liability insurance providing coverage against all other Bodily Injury, Property Damage and Personal Injury claims. This Liability insurance shall provide coverage for premises, operations, products and completed operations and include contractual liability coverage.

All Liability Insurance shall be written on an occurrence basis and shall not be written on a "claims-made" basis.

Limits of Liability: Workers' Compensation

<u>State</u>	<u>Statutory</u>
Employers Liability	\$500,000 each accident

Business Automobile	\$500,000 Combined Single Limit
Public Liability	\$500,000 Combined Single Limit

3. **Notice of Claims**

- A. The Contractor agrees to report any incident or claim that results from the performance of a contract with the MSBU within 10 days of the Contractor's knowledge of incident or claim.

4. **Indemnification and Hold Harmless**

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold Harmless the MSBU, its officers, board members and administrative contractors from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused or contributed to by the Contractor and/or other persons employed or utilized by the Contractor in the performance of a contract with the MSBU.

5. **This agreement is made a part of all contracts.**

- A. These "Contractors Insurance Requirements" are hereby incorporated and made a part of any and all contracts between the Contractor and the MSBU.

6. **Certificate of Good Standing for State of Florida** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

7. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Bidder Supplemental Information
- B. Drug-Free Workplace Certification Form
- C. Conflict of Interest
- D. Federal E-Verify
- E. Cone of Silence Form
- F. Recycled Content Form
- G. Indemnification and Hold Harmless
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet-attached-pages 45-55
- L. Anti-Collusion Statement
- M. Prohibition to Lobbying
- N. Governmental Debarment & Suspension
- O. Vendors on Scrutinized Companies List
- P. References
- Q. Certificate of Good Standing for State of Florida-see above*

BIDDER SUPPLEMENTAL INFORMATION

The intent of this sheet is to provide additional specific information to the BWB MSBU as to the ability of the Bidder to complete the project. It is understood that the actual equipment and manpower on the project site may vary depending on the work being performed at a given time. Attach additional sheets as needed.

Estimated number of days required to perform routine services each week.

Equipment that will be required to accomplish required routine service each week:
(Required information)

Make	Year

(Please provide manufacturer’s descriptive material of equipment to be utilized.)

Manpower that will be required to accomplish required routine service each week:

Other information that may be pertinent to these services:

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. 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 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 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 quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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 893, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no.” If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: _____

NAME(S) POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY
(SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On _____ day of _____ 2021, I hereby agree to abide by the County’s “Cone of this _____ Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: _____ or Recycled _____ (Check the applicable blank). If
Virgin _____ recycled,
what _____
percentage _____ %.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Proposer: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Email: _____

Federal ID or SS #: _____

Respondent's License #: _____

Respondent's DUNS #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

€ If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

€ Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Respondent's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

City/State/Zip

Title

Phone #

Fax #

Federal ID # or SS #

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant 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 the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all 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 is not 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 System for Award Management (SAM) database.
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 transactions 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name

Date

Signature

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to

monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "A"

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form – Exhibit "B" and are to be performed to the frequencies specified.

I. TURF MAINTENANCE

A. Mowing

Turf shall be cut at a height of two (2) to four (4) inches as conditions dictate. No more than one third of the grass blade is to be removed when cutting. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Unit Price Line Item: Mow)*

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable.

Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Unit Price Line Item: Turf Fertilization)*

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. *(Unit Price Line Item: Insect/Disease Control)*

E. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for manual watering of any turf area unless plant material is under additional warranty. *(Unit Price Line Item: Irrigation Management)*

F. Turf Weed Control

Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and mechanical weed control methods. *(Unit Price Line Item: Turf Weed Control)*

G. Monofilament Trim Lake Edge

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. *(Unit Price Line Item: Monofilament Trim)*

II. SHRUB AND GROUNDCOVER MAINTENANCE

A. Pruning

All shrubs shall be pruned to remove dead and/or damaged wood to allow for natural development of plant material, and to create the effect intended by the BWB MSBU. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. *(Unit Price Line Item: Shrubs or Groundcover Trim)*

B. Ornamental Grass Pruning

All Ornamental grasses shall be pruned to an approximate 12 to 18-inch height removing previous year's growth and drying and declining foliage. This pruning shall take place once plants begin to "shatter" or fall apart, approximately January. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

C. Groundcover Pruning

Groundcover shall be pruned as needed to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

D. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Unit Price Line Item: Shrub Fertilization)*

E. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. *(Unit Price Line Item: Insect/Disease Control)*

F. Water

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, **within 24 hours** of the maintenance visit. Contractor shall be responsible for replacement of damaged plants as a result of failure to report to the BWB MSBU in writing. Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty. *(Unit Price Line Item: Irrigation Management)*

G. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas should be maintained to control and strive to eliminate weeds. **Any plants/shrubs damaged by landscape personnel shall be replaced at Contractor's expense.** *(Unit Price Line Item: Bed Weed Control)*

III. SEASONAL COLOR/PERENNIAL MAINTENANCE/INSTALLATION

A. Bed Preparation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for existing pots and annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material designated by the Board Representative and Management.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a Grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The Board Representative and Management should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report. Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches or soil mix. pH adjustment should be made during each seasonal rotation.

Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, and

trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.

B. Seasonal Color Plant Replacement

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the BWB MSBU.

C. Mulching

Bed areas shall have one quarter (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

D. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass. *(Unit Price Line Item: Deadheading and Pruning)*

E. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. *(Unit Price Line Item: Fertilization)*

F. Insect and Disease Control

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. *(Unit Price Line Item: Insect/Disease Control)*

G. Watering

Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner in writing, and will be responsible for replacement of these items.

Contractor shall not be responsible for manual watering of plant material unless plant material has not yet established. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. *(Unit Price Line Item: Watering)*

H. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. *(Unit Price Line Item: Bed Weed Control)*

I. Perennial Maintenance

All perennial beds are to be serviced on a weekly basis. The removal of all spent blooms, flower stalks, and declining foliage shall be performed weekly or as needed. A one-time (fall or late winter) cut back and mulching of all foliage shall also be included in the cost. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back (either manually or mechanically) in the early spring. *(Unit Price Line Item: Seasonal Color/Perennial Maintenance)*

IV. PINE STRAW MULCHING FOR TREE AND SHRUB BED AREAS

A. Pinestraw Mulch

Contractor will be responsible for pricing two (2) complete applications of Grade pine straw mulch, which will occur at the Managing Agent's discretion. Mulch is to be spread at a depth of one (1) inch such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, etc.

All pinestraw bales are to be red in color and free of sticks, pinecones and other debris when installation is complete. The pinestraw shall be of the new, improved variety from the "Improved Slash" Pine tree with a minimum needle length of eight (8) inches. The Owner/Consultant shall be notified of any deviation from this specific type mulch. Contractor shall provide a sample of any different pinestraw prior to installation and must have written approval prior to beginning work. *(Unit Price Line Item: Mulch)*

B. Trenching

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three (3)-inch deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth, and shall be trenched and beveled at a depth of three (3) inches. *(Unit Price Line Item: Mulch)*

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal

of paper, cans, bottles, sticks, **stick and limb piles**, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas.

All lake edges shall be maintained five feet out from shore. Avoid blowing grass discharge from mowers into lake. *(Unit Price Line Item: Debris Disposal)*

B. Weed Control

All parking areas curb and gutters, sidewalks, patios, driveways, and roadways areas shall be maintained to control and strive to eliminate vegetative growth. *(Unit Price Line Item: Bed Weed Control)*

C. Disposal of Debris

All debris shall be disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

D. Severe Weather Cleanup

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If BWB MSBU elects, they may request that the Contractor utilize dedicated man hours for the purpose of severe weather clean up.

E. Typical Weather Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. *(Unit Price Line Item: Debris Disposal)*

VI. LEAF REMOVAL

A. Leaf Collection

Fallen leaves in all areas shall be collected no less than four (4) times per year and removed from property. This is to be done as requested by the BWB MSBU from the beginning of November through February, or until leaf disbursement ceases.

On a weekly basis, the Contractor will collect leaves from focal areas, bed, and turf areas to prevent heavy buildup that might cause damage to plant material by smothering. **(Unit Price Item Debris Disposal) This is not happening now.**

B. Disposal of Debris

All debris shall be disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

VII. NATURAL AREA MAINTENANCE

All mulched wooded natural areas should be kept free of limbs and weeds. Any dead tree removal is not the responsibility of the Contractor. *(Unit Price Line Item: Debris Disposal)*

VIII. PLANT MATERIAL DISPOSAL

A. Removal

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. *(Unit Price Line Item: Debris Disposal)*

B. Replacement

Contractor shall contact and advise the Board Representative and Management, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

IX. IRRIGATION SYSTEM

A. Irrigation Inspection and Management

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract and as needed. Contractor shall be required within first **fifteen (15)** days of Commencement of Contract to furnish Board Representative and Management with a complete summary identifying any inoperable/damaged components with pricing to make system operational and furnishing this information to Board Representative and Management. The Bluewater Bay MSBU shall be liable for all costs associated with making irrigation systems completely operational prior to Contractor assuming responsibility as described throughout Section IX: Irrigation System.

Contractor agrees to program, monitor, adjust and manage all automatic entire irrigation systems for all areas as to proper frequency, duration, and operation of supplemental watering on a daily basis. At all times the system shall be functioning properly and conforming to all related codes and regulations. Adjustments include but are not limited to flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment.

Contractor agrees to be responsible for monitoring all systems within the described premises and correct for coverage, adjustment, clogging of lines and removal of obstacles, including plant materials and turf, which obstruct the spray.

Contractor shall be responsible for checking and adjusting all controllers to assure proper operation. *(Unit Price Line Item: Irrigation Management)*.

X. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

- A.** All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- B.** Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the Bluewater Bay MSBU with healthy, vigorous plant material throughout the term of the contract.
- C.** Chemical forms may vary with weather conditions.
- D.** Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E.** Contractor will be responsible for taking general and micronutrient tests of turf and shrub bed areas. The Board Representative and Management should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F.** Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.
- G.** Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil
- H.** Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

EXHIBIT "B"

SUMMARY BID FORM

Exterior Landscape Maintenance
BLUEWATER BAY MSBU
NICEVILLE, FLORIDA

This Summary Bid Form totals the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "Total Bid Price"

• Service Level A – Landscape Maintenance Total	\$
• Service Level B – Landscape Maintenance Total	\$
• Service Level C – Landscape Maintenance Total	\$
• Seasonal Color / Perennial Maintenance Total	\$
• Seasonal Plant Installation Total	\$
• Mulch Total	\$
FIRST YEAR TOTAL BID PRICE	\$
<i>SECOND YEAR TOTAL BID PRICE</i>	<i>\$</i>
<i>THIRD YEAR TOTAL BID PRICE</i>	<i>\$</i>
TOTAL BID AMOUNT FOR YEAR 1-3	\$

Contractor Name _____

Contractor Address _____

Contractor Signature _____

Title _____

Telephone Number _____ Date _____

WORK SCHEDULE

Work under this Contract is to begin at the execution of the Contract, and run concurrent thereof for a period of three (3) years.

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our bid.

ADDENDUM #	DATED:
ADDENDUM #	DATED:

UNIT PRICES

We acknowledge receipt of the following Unit Prices which are included in our bid.

UNIT PRICE #	DATED:
UNIT PRICE #	DATED:

**BLUEWATER BAY MSBU
CATEGORY B
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Mow	20		
Edge (Bed lines)	10		
Edge (Hard lines)	20		
Monofilament Trim	20		
Blowing	Bi-Weekly	weekly	
Bed Weed Control	Bi-Weekly		
Tree Pruning (Up to 12')	Once		
Shrub/Groundcover Trim	2		
Debris Disposal	Weekly		
Turf Fertilization/Pre-Emergent Weed Control	2	More than twice	

CATEGORY B. FIRST YEAR LANDSCAPE MAINTENANCE TOTAL

\$ _____

Contractor Signature

Company Name

Date

**BLUEWATER BAY MSBU
CATEGORY C
LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST	TOTAL PRICE
Mow	12		
Edge (Hard lines)	12		
Monofilament Trim	12		
Blowing	12		
Debris Disposal	12		

CATEGORY C. FIRST YEAR LANDSCAPE MAINTENANCE TOTAL \$ _____

Contractor Signature Company Name Date

**BLUEWATER BAY MSBU
CATEGORY E
SEASONAL COLOR INSTALLATION
ITEMIZED BID FORM**

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
	Summer Annuals	4"		
	Fall Annuals	4"		

**CATEGORY E. FIRST YEAR SEASONAL COLOR
INSTALLATION TOTAL** \$ _____

NOTE 1: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.

NOTE 2: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.

NOTE 3: Specific colors and varieties shall be mutually agreed upon prior to installation.

NOTE 4: Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

- Distance away from curbs, turflines, etc.
 Summer Annuals 10"
 Fall Annuals 10"

- On Center (o.c.) Spacings
 Summer Annuals 10"
 Fall Annuals 10"

Contractor Signature

Company Name

Date

**BLUEWATER BAY MSBU
CATEGORY F
MULCH
ITEMIZED BID FORM
SERVICE LEVEL A**

MATERIAL and FUNCTION	# OF BALES	UNIT PRICE	TOTAL PRICE
Pine Straw – Spring Application (Includes Trenching)			
Pine Straw Mulch – Fall Application (Includes Trenching)			

SERVICE LEVEL B

<i>MATERIAL and FUNCTION</i>	<i># OF BALES</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
<i>Pine Straw – Spring Application (Includes Trenching)</i>			

Contractor is responsible for measuring and confirming the quantity of mulch two (2) complete applications per year.

CATEGORY F. FIRST YEAR PINE STRAW MULCH TOTAL \$ _____

Contractor Signature

Company Name

Date

**BLUEWATER BAY MSBU
SUPPLEMENTAL PRICING FORM**

• Pine straw - (cost/bale, spread on site)	\$
• Additional Labor with truck and hand tools (cost/man hour)	\$
• Additional labor with truck and small power equipment (i.e., edger, blower, etc.) (cost/man hour)	\$
• Additional labor with truck and light power equipment (i.e., 36" and 52" walk mower) (cost/man hour)	\$
• Additional labor with truck and heavy power equipment (i.e., hustler, tractor, bush hog) (cost/man hour)	\$
• Watering with Hydroseeder including operator (cost/man hour)	\$
• Bermuda sod laid, site ready (cost/square foot) with one year warranty	\$
• Centipede sod laid, site ready (cost/square foot) with one year warranty	\$
• Cost per hour – General Labor	\$
• Cost per hour – Irrigation Service Technician with one laborer	\$

The prices above shall be commensurate with the contract term.

Contractor Signature

Company Name

Date

EXHIBIT "D"
WEEKLY MAINTENANCE WORKSHEET

- Date of maintenance visit: _____
- Supervisor: _____
- Watering man-hours: _____
- Listing of problems and locations:
 - Insect and plants: _____

 - Disease and plants: _____

 - Nutrient problems and plants _____

 - Dry plants: _____

 - Wet plants: _____

 - Amount of mulch applied: _____

 - Amount of mulch needed or applied over designated amount: _____

 - Dead plants removed: _____

 - Tree service work needed: _____

 - Irrigation damage and repairs: _____

 - Extra work performed: _____

 - Number of men: _____

- Their title(s): _____

- Hours per man: _____

- Description of work performed: _____

- General Notes:

Please list any items the Board Representative and/or Management needs to know of any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: _____
