



WEST PALM BEACH

Purchasing Department

401 Clematis Street, 3rd floor  
West Palm Beach, FL 33401  
Phone: 561-822-2100  
Fax: 561-822-1564

**Invitation to Bid No. 18-19-111**

**Mowing Contract for Right of Ways for Zone E & F  
[Sheltered Market]**

The City of West Palm Beach is soliciting bids from qualified and responsible contractors that will provide all labor, materials, and equipment necessary to provide quality landscape maintenance services for designated areas (Zone E & F) for the City of West Palm Beach as specified with this bid document.

**The City has sheltered this bid for City-Certified Small Businesses only.** This solicitation will result in a three (3) year contract with options to renew for two (2) additional twelve (12) month periods, based upon the same terms, rates and conditions of the agreement.

Bid documents may be acquired electronically and free of charge by logging onto the City's Procurement Department's website at:

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

Time is of the essence and any bid received after **3:00 p.m. November 7, 2018**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Department. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the firm name, bid number, title, date, and hour bids are scheduled to be received. Offerors are responsible for insuring that their bid is stamped by Procurement office personnel by the deadline indicated.

All bids must be delivered or mailed to:  
City of West Palm Beach, Procurement Department  
Josephine Grosch, Sr. Purchasing Agent  
401 Clematis Street, 3rd Floor  
West Palm Beach, Florida 33401

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS ITB No. 18-19-111 – Mowing Services**

A mandatory Pre-Bid Meeting/Site Inspection Tour is scheduled for **Wednesday, October 24, 2018 at Noon** at the Parks Maintenance Division, 1145 Old Okeechobee Road, West Palm Beach, Florida 33401. A tour bus will be accommodated. arranged. Email: [jgrosch@wpb.org](mailto:jgrosch@wpb.org) to RSVP.

**IMPORTANT:** Contact by a Bidders (or anyone representing a Bidder) regarding this ITB with the Mayor, any City Commissioner, officer, or City employee other than an employee of the West Palm Beach Procurement Department is grounds for disqualification.



Frank Hayden  
Procurement Director

PUBLISH: October 14, 2018 on Palm Beach Post  
October 12, 2018 on Website



**SECTION 1 – SCOPE OF WORK**

The purpose of this Invitation to Bid (ITB) is to secure two (2) qualified and responsible Landscape Contractors (hereinafter “Contractor”) to furnish all equipment, material, tools, labor, and supervision necessary to provide quality landscape maintenance services in designated Zones [identified as zones E and F] within the City of West Palm Beach (hereinafter “City”) as more particularly described in this ITB.

The City will select one Contractor per zone, as is determined to best serve the interests of the City. The City also will select one (1) additional Contractor as an alternate in the event the primary contractor(s) cannot fulfill the contract.

The City will award a three (3) year contract with options to renew for two (2) additional twelve (12) month periods, based upon the same terms, rates and conditions of the initial agreement.

**SHELTERED MARKET:** In accordance with Sec. 66-230 of the Procurement Code, this solicitation is reserved for Small Business Enterprises (Sheltered Market).

The Zones that will be maintained are as follows:

**Zone E**

Frequency of Mowing	Location	Unit
May 1 to October 31	Australian Ave from Mercer Ave to 45th St & Entrance Sign	Weekly every 7 days
May 1 to October 31	Parker Ave (Okeechobee to Southern)	Weekly every 7 days
May 1 to October 31	Belvedere Rd (S Olive to I95)	Weekly every 7 days
May 1 to October 31	Quadrille Blvd (Okeechobee Blvd to 3rd St)	Weekly every 7 days

Frequency of Mowing	Location	Unit
November 1 to April 30	Australian Ave from Mercer Ave to 45th St & Entrance Sign	Bi – Weekly Every 14 days
November 1 to April 30	Parker Ave (Okeechobee to Southern)	Bi – Weekly Every 14 days
November 1 to April 30	Belvedere Rd (S Olive to I95)	Bi – Weekly Every 14 days
November 1 to April 30	Quadrille Blvd (Okeechobee Blvd to 3rd St)	Bi – Weekly Every 14 days

**Zone F**

Frequency of Mowing	Location	Unit
May 1 to October 31	Brandywine (North Robbins to Fairway Vista) and Village Blvd(Whitehall most Southern Entrance to 51st way) (East side ROW both Sections)	Weekly every 7 days
May 1 to October 31	South Olive Ave (Arlington to Southern Blvd)	Weekly every 7 days
May 1 to October 31	Forest Hill Blvd (Forest Ct to I95)	Weekly every 7 days
May 1 to October 31	Southern Blvd (Georgia Ave to I95)	Weekly every 7 days
May 1 to October 31	Executive Center Dr.	Weekly every 7 days
May 1 to October 31	Spencer Dr.	Weekly every 7 days

Frequency of Mowing	Location	Unit
November 1 to April 30	Brandywine (North Robbins to Fairway Vista) and Village Blvd(Whitehall most Southern Entrance to 51st way) (East side ROW both Sections)	Bi – Weekly Every 14 days
November 1 to April 30	South Olive Ave (Arlington to Southern Blvd)	Bi – Weekly Every 14 days
November 1 to April 30	Forest Hill Blvd (Forest Ct to I95)	Bi – Weekly Every 14 days
November 1 to April 30	Southern Blvd (Georgia Ave to I95)	Bi – Weekly Every 14 days
November 1 to April 30	Executive Center Dr.	Bi - Weekly every 14 days
November 1 to April 30	Spencer Dr.	Bi - Weekly every 14 days

## GENERAL REQUIREMENTS

### CONTRACTORS OBLIGATIONS

Contractor agrees to provide landscape maintenance services to public right of ways and/or medians and/or City of West Palm Beach property with the corporate limits of the City of West Palm Beach at specific locations as identified by the City of West Palm Beach.

#### 1. MOWING REQUIREMENTS

- 1.1 Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any missed uncut grass.
- 1.2 Rotary mowers will be used on both St. Augustine and Bahia grasses.
- 1.3 All mowers must be adjustable and adjusted to the proper cutting height and level for the type of grass and current condition of the turf. Mower blade height adjustment is to be measured from the level floor surface to the parallel and level plane of the mower blade.
- 1.4 All mower blades are to be maintained in a sharpened state to provide for even cut without tearing of the grass blades.
- 1.5 All litter and debris is to be removed from turf prior to mowing.
- 1.6 The Contractor shall exercise care in mowing in order to avoid damage to trees, shrubs, ground cover beds, sod berms, sprinkler heads, valves, manifolds, time clocks, curbs or other facilities.
- 1.7 Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed. No clippings or other landscape debris shall be allowed to stay in the vicinity of a storm water inlet/catch basin or be allowed to enter into any body of water. Blowing of grass clippings into hedges, shrub beds or roadway will not be permitted. Failure to follow the requirements may result in contract termination.
- 1.8 Mowing may not occur in any area when weather or conditions will result in damaged turf or uneven cutting. If damage occurs under these circumstances, turf will be replaced at the Contractor's expense.
- 1.9 Berms must be mowed without damaging the turf.
- 1.10 St. Augustine and Bahia grass shall be maintained no lower than 4 inches. Cut heights should be set to remove half (1/2) of the blade height not to exceed three quarter of the blade height with an average maintained height of 4-5 inches.

#### 1.11 MOWING FREQUENCIES

Mowing frequencies shall be bid individually for all areas using the following schedule

- |                         |  |
|-------------------------|--|
| May 01 to October 31    | - Every seven calendar days (once every week)        |
| November 01 to April 30 | - Every fourteen calendar days (two times per month) |

#### 2. SHRUB AND HEDGE CARE

- 2.1 Shrubs shall be maintained in a healthy, growing correct color condition in the shape and areas specified or as specifically directed by City of West Palm Beach designee.
- 2.2 Contractor shall prune and trim all shrubs and hedges which include, but not be limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times. All hedges and shrubs should be maintained at a height not to exceed 36 inches from the top of the pavement within sight triangles.

- 2.3 All pruning and trimming will be accomplished in accordance with standard practices including the use of sharp cutters and not hedge shears for pruning. Machetes shall not be permitted for any operation.

### 3. LINE TRIMMING AND EDGING

- 3.1 Line trimming: Grass shall be trimmed during or as an immediate operation following mowing. Line trimming may be accomplished by hand powered shears or rotary nylon "fish line" cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed and as need to remove all grass leaves from around all obstacles and vertical surfaces in the tur such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when line trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath, and when line trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.
- 3.2 Edging: Mechanical edging of all turf edges abutting sidewalks and flush paved surfaces, including all road curbs, drives etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately (18) inches outside and around all tees that are in lawn areas or as direct by City of West Palm Beach designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where edging rather than line trimming is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line.
- 3.3 Dirt and debris produced by edging or line trimming will be removed and swept or blown from adjacent hard surfaces during or as an immediate operation following the mowing.
- 3.4 Chemical Edging: Chemical application may be used as an alternative to mechanical edging to kill weeds and trim in and around areas such as planters, areas adjacent to buildings, tees, fence lines and cement medians (concrete divider isles). Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches.
- 3.5 Contractor is responsible for replacement of all damaged sod and plant material at Contractors cost and City of West Palm Beach shall not be financially responsible for replacement of sod damaged by Contractor. If sod replacement is not complete within one week of written notification, City of West Palm Beach may replace and deduct the cost of replacement from the next monthly payment application.

### 4. LINE TRIMMING AND EDGING FREQUENCIES

- 4.1 St. Augustine: Edging and line trimming to be done every time area is mowed.
- 4.2 Bahia: Edging and line trimming is to be done every time area is mowed.

### 5. WEED CONTROL – LANDSCAPE MAINTENANCE WEED CONTROL

- 5.1 Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover **or** flower beds on the same frequency as edging and line trimming as stated in Line trimming and edging frequencies section.
- 5.2 Weeds are to be mechanically or chemically removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement/paver noses of medians with every mowing.
- 5.3 All invasive exotic plants as listed shall be removed:
1. Casuarina species (Australian pine tree)
  2. Schinus terebinthifolius (Brazilian pepper tree)
  3. Melaleuca quinquenervia (Melaleuca tree)

4. Bischofia javanica (Bishopwood)
5. Acacia auriculaeformis (Earleaf Acacia)
6. Schefflera actinophylla (Schefflera)
7. Albizia lebeck (Woman's Tongue)
8. Cupianopsis anacardioides (Carrotwood)
9. Plants listed in Rule 5B-57.007 F.A.C, Noxious Weed List from the Florida Department of Agriculture and Consumer Services as revised from time to time.

## 6 TURF FERTILIZATION

- 6.1 Fertilization for all turf areas should be completed so as to provide one pound of actual nitrogen per 1,000 square feet of lawn area, for each application.
- 6.2 St. Augustine and Bahia turf fertilization shall be three times per year in October, March and July. One weed post-emergent application shall be completed during the month of January for a total of 4 applications per calendar year.

## 7 SHRUB AND GROUNDCOVER FERTILIZATION

- 7.1 Shrub and groundcover fertilization shall be performed with a 10-10-10 mixture low Phosphorous with microelements at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area. Fertilization will take place 3 times per year in October, March and July.

## 8 MULCH

- 8.1 Mulch shall be added to planting beds once a year in March. Mulch shall be maintained at (3) inches thick. Beds will be clean and weed free when new mulch is applied. Beds may be cultivated to help achieve this depth prior to application of new mulch.  
94-446(2) a. Mulching. In order to preserve soil moisture, at least three inches of compacted, clean, weed free, sustainably harvested, non-cypress mulch shall be maintained over all appropriate planting areas at all times.

## 9 TREECARE

- 9.1 All tree work shall be supervised by a Certified Arborist, certified by and a member in good standing the ISA (International Society of Arboriculture). Additionally, all pruning shall be in accordance with the 2008 Revision of "Tree, Shrub, and other Woody Plant Management Standard Practices (Pruning)" ANSI A300 (Part 1) Pruning or most current edition. Under all circumstances, this work should be performed so as to ensure the highest possible value for each tree is maintained, based on the International society of Arboriculture (ISA) Standard Valuation Guidelines. Other standards of practice as published by the United States Department of Agriculture, Florida Department of Agriculture and Consumer Services – Division of Forestry, and/or University of Florida/Florida Cooperative Extension Service Institute of Food and Agriculture Sciences may be referenced when local conditions are not specifically addressed by the NAA or ISA guidelines.
- 9.2 Palm Trees: Dead fronds from palm trees shall be removed from the ground as they fall.
- 9.3 Shade Trees: Shade trees shall be pruned to remove sucker growth and water sprouts.
- 9.4 Accent Trees: Accent trees such as Wax Myrtle, Ligustrum and Oleander standards shall be pruned by thinning to maintain shape of tree 3 times per year during the following months: January, May, and October.

9.5 Debris: All debris, limbs and fronds will be picked up removed\_the same day of pruning service.

## 10 TREE FERTILIZATION

10.1 Tree Fertilization: Shade trees shall be fertilized in accordance with requirements and shall follow the schedule of October, March, July with and 8-10-10 or 10-10-10 mixture complete fertilizer with microelements, at a rate of 1 pound per caliper inch of trunk diameter at breast height (DBH).

10.2 Palm tree Fertilization: Palms shall be fertilized in accordance with herein a complete 10-5-5 mixture Palm Special type fertilizer containing microelements at the rate of one (1) to (5) pounds per palm, dependent on the trunk diameter, generally one-half pounds per inch of trunk diameter. Fertilization shall occur 3 times per year during the months of October, March and July.

## 11 LITTER AND DEBRIS CONTROL

11.1 Litter removal from turf areas and plant beds and designated right of way areas shall be completed prior to each mowing operation in the same day.

11.2 Litter is to be removed entirely from the sites and disposed of in accordance with City of West Palm Beach Ordinances at Contractors expense (no dumping or storing debris on City of West Palm Beach property shall be permitted)

## 12 GENERAL INFORMATION

12.1 Damages; Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with clean topsoil with sod laid to match existing grade. Contractor must contact City of West Palm Beach designees within twenty four hours of such repairs.

12.2 Contractor shall also replace any landscape, irrigation, or structures damaged by maintenance operation or due to neglect to perform these operations in accordance with the contract specifications. In the event that the Contractor fails to repair damages or replace damaged items the City of West Palm Beach reserves the right to repair the damage to the satisfaction of the City of West Palm Beach, and back charge the Contractor the City of West Palm Beach's cost for all labor and materials required to complete reinstallation. City of West Palm Beach designee will notify Contractor prior to replacement of or repair.

12.3 Reports: The Contractor shall be provided with a maintenance checklist to be filled out and returned to the Parks and Recreation Department after each grounds maintenance operation. All maintenance operations and the dates they were performed shall be noted and any repairs or damages shall be described. No payment will be made unless all reports are provided.

12.4 Schedule: Contractor shall provide a bi weekly schedule to the Parks and Recreation Department's Right of Way Maintenance Chief prior to the execution of any work.

12.5 Time Limits: All maintenance shall be performed in accordance with Contractor's approved time schedule, submitted after notice of award. The following limitations shall apply and may only be modified if requested in writing and approved by Parks and Recreation Department Director.

12.6 General: Rights of way shall be maintained at any time excluding week day rush hours, generally Monday through Friday 7:30 – 9:00 am and 4:30 – 6:00 pm.

12.7 Special attention will be given to specified areas as established by the City of West Palm Beach prior to national holidays or special events conducted by the City of West Palm Beach. The Contractor may be required to provide non-scheduled maintenance services to accommodate this requirement. The Contractor will check the specified area two days prior to the holiday or special event and verify that maintenance has been properly performed.

13 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

13.1 Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City of West Palm Beach. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and to damaged materials, to the approval of the City of West Palm Beach at no additional cost to the City of West Palm Beach. In the event of damage to public and/or private property, the Contractor shall immediately contact the City of West Palm Beach's Parks and Recreations Department by telephone and inform the appropriate staff member about the location and extent of the damages.

14 EQUIPMENT AND BOOTS ON THE GROUND

14.1 Contractor, at its sole cost and expense, shall furnish and maintain all equipment as is considered reasonably necessary to perform the work in an acceptable manner to the City of West Palm Beach and at a satisfactory rate of progress. The equipment shall be maintained in a safe and efficient working condition throughout the term of the contract and any renewal period. Contractor shall establish a regular preventative maintenance program for all equipment and shall maintain records of preventative maintenance program for other maintenance repairs to the equipment. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs in connection with the work and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to employees performing such work and all other persons who may be affected hereby.

14.2 Contractor shall comply with all Federal, State and Local rules and regulations when conducting operations pursuant to the contract. Contractor shall maintain files and records of all citations and violations of any laws, statutes, ordinances or regulations in the ownership, title, maintenance or operating of the equipment and such files and records shall be available upon reasonable notice for review by the City of West Palm Beach. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

14.3 Contractor must dedicate a minimum of four (4) labor employees and one (1) supervisor for the awarded zone. The supervisor must have a cell phone or contact email.

15 SAFETY

15.1 Contractor shall take all necessary precautions for the protection of all persons involved in the Work, the public, and all employees or representatives of Owner. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will provide to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. All work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

15.2 Contractors must have For Work impacting streets and public rights-of-way, Contractor shall provide and maintain flagmen, traffic control devices, barricades, signs and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along



and around the project Work. All MOT/TTC plans shall be reviewed and approved by the Parks and Recreation Department.

- 15.3 If Parks and Recreation Department's representative observes an unsafe or hazardous condition at the Work site, such hazard or safety condition shall be brought to the Contractor's attention. Contractor shall stop Work until such hazard or safety condition is remedied by Contractor.
- 15.4 Explosives and Hazardous Materials. Contractor shall obtain all required federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transportation, storage and use of any explosive or hazardous material brought onto or encountered within the site. The Contractor will notify the Parks and Recreation Department's representative immediately if explosive or hazardous materials are encountered on the site. Contractor shall maintain and post as necessary, Material Hazard Data Sheets for all applicable hazardous materials used in the course of the Work. In the event that hazardous material is improperly handled or stored by the Contractor or its sub-contractors, which results in contamination of the site, Contractor shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary, required by law, regulation or order, or desirable to remediate the contamination at the Contractor's sole cost and expense. Contractor shall indemnify and hold harmless the Owner from any expense, fine, penalty or obligation, action or liability resulting from such contamination and remedial actions.
- 15.5 Temporary Traffic Control (TTC) Certification - Formally known as Maintenance of Traffic (M.O.T.). The Contractor must have T.T.C/M.O.T. certification involving Right-Of-Way Mowing for Work Zone Traffic Control with constant and consistent education to ensure that Florida Department of Transportation standards are followed in supervising, mowing, and maintaining work zone traffic control. Please check out [www.FDOT.gov](http://www.FDOT.gov) for more information on the certification.



## **SECTION 2 – SPECIAL PROCUREMENT TERMS**

### **1. Mandatory Pre-Bid Meeting and Site Inspection Tour**

The purpose of the Pre-Bid Meetings and Site Inspection Tours are intended to provide prospective Bidders the opportunity to view the sites, ask questions, receive clarification, or make requests concerning interpretation from City representative on any of the requirements in this document. **The Pre-Bid Meeting and Tour will be the only opportunity to view the sites and ask question about the sites. Arrivals beyond the scheduled dates will not be accommodated.**

Bidders shall be responsible for examining and comparing the sites with the descriptions and scope of work, to have carefully examined all of the contract documents and to have satisfied him or herself as to the conditions under which the work is to be performed before submitting a bid and entering into a Contract. **No allowance shall subsequently be made on behalf of the Bidder(s) on account of an error in or failure to familiarize themselves with the conditions of the sites or surrounding areas.**

- Bidder must attend the scheduled meeting/tour to be qualified for bidding:

Meet/Tour Date/Time: October 24, 2017 (Wednesday) 1:00 PM (Total Estimate 4 hours)

Place: Parks Maintenance Division, 1145 Old Okeechobee Road, West Palm Beach, FL 33401  
Direction Contact Phone Number for Parks Maintenance Division: 561-822-2150

Please bring your copy of the Invitation to Bid to the pre-bid meeting and site inspection tour. **A tour bus has been arranged for this site visit.**

Proposers must register and confirm attendance for the Pre-Bid and Tour no later than **October 23** by noon for the meeting/tour by email to [jgrosch@wpb.org](mailto:jgrosch@wpb.org).

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

### **2. Sheltered Market**

This solicitation is reserved for Small Business Enterprises.

Only firms currently certified by the City as a Small Business Enterprise (SBE) or those firms that obtain SBE certification prior to the solicitation due date will be eligible for award of this contract.

It is the vendor's responsibility to ensure it is compliant with these requirements and deadlines by contacting the Procurement Department - Small Business Program to verify the firm's current SBE status or to obtain the applicable SBE certification.

### **3. Small Business Participation**

The City's Small Business Program is set forth in Chapter 66, Article IX.- Small Business Program of the City Code, and is incorporated into this ITB by this reference. Terms in this subsection shall have the meanings established in the Ordinance.

**The City has sheltered this solicitation for City-Certified Small Businesses only.**

#### **4. Insurance**

The awarded Contractor shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the Contractor. The policy shall be effective throughout the period that the Contractor is qualified under these rules. It is not the intent of this schedule to limit the company to the types of insurance required herein. All insurance policies must remain in force for the length of this agreement.

##### **A. Commercial General Liability:**

The minimum amount of coverage shall be \$1,000,000 per occurrence with an aggregate of no less than \$2,000,000.

##### **B. Automobile Liability:**

The minimum amount of coverage shall be \$1,000,000, Combined, Single Limit for Bodily Injury and Property Damage Liability.

##### **C. Worker's Compensation Insurance:**

Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$500,000.

The City shall be named as an additional insured on all liability policies. Contractor shall furnish a copy of insurance certificates indicating compliance with these requirements prior to the execution of the contract, annually, and upon each renewal of the coverage that may occur during the term of the contract. The policy or policies of insurance required shall be written in such a manner that they may not be canceled or materially changed without thirty (30) days advance written notice to the City of West Palm Beach.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

The Contractor shall furnish certificates of insurance prior to the commencement of operations, and thereafter 30 days prior to the expiration date of the policies.

#### **5. Equal Benefits Ordinance**

Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the Agency shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid.

#### **6. Contract Term**

The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods based upon the same terms, rates and conditions of the agreement.

Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms, rates and conditions will be the same as the base contract. The Effective Date of the Contract shall be the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

### **SECTION 3 – MINIMUM REQUIREMENTS and EVALUATION FACTORS**

**Failure to fully and accurately complete the required documentation may result in disqualification of Contractor's bid. All decisions of the City are final.**

Evaluation of responses will include, but not limited to, the following:

#### **MINIMUM REQUIREMENTS**

Bidders shall meet the following minimum requirements in order to be considered for award.

- \_\_\_\_\_ 1. Bidder must have a certification of M.O.T/ T.T.C. (**Attach to bid package**).
- \_\_\_\_\_ 2. Bidder must have a minimum of four (4) crews and one (1) supervisor (**Form B4**).
- \_\_\_\_\_ 3. Bidder must provide evidence of experience at least two (2) references in **Form B5**.
- \_\_\_\_\_ 4. Bid (**Form B2**) must be signed by the person authorized to bind the company.
- \_\_\_\_\_ 5. Bid proposal must be received and stamped in by the Procurement Department on or before **the submittal deadline**.

#### **EVALUATION FACTORS**

Bids will be evaluated based on the following evaluation factors, in addition to those factors established in the Procurement Code, in determining the best value to the City.

#### **CONTRACTOR'S EXPERIENCE**

- \_\_\_\_\_ 1. Bidder shall provide a detailed summary of prior experience evidencing successful completion of the mowing services (Right-of-Way Experience is a plus). The Bidder shall provide current clients' names, telephone numbers and email as references of the mowing services. Bidder must fully and accurately complete **Form B5 – Prior Experience**.

#### **OTHER FACTORS**

- \_\_\_\_\_ 2. Schedule of bid items – as indicated on **Form B3**.
- \_\_\_\_\_ 3. Reference responses.
- \_\_\_\_\_ 4. Firm capacity in terms of personnel and equipment.
- \_\_\_\_\_ 5. Firm capacity in terms of ability to provide required insurance.

Bidder must provide a copy of insurance certification as an evidence to meet the insurance requirement listed on Sec.2, Special Term, No. 4, Insurance: General Liability, Auto Liability and Worker's Comp.

- \_\_\_\_\_ 6. Evidence of ability to work efficiently and cooperatively with the City staff; past performance with the City and others.
- \_\_\_\_\_ 7. Any suspension or debarment by any government entity; any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.
- \_\_\_\_\_ 8. Consideration of any other factors specific to this ITB.
- \_\_\_\_\_ 9. Such other information as may be obtained.

## **SECTION 4 - INSTRUCTIONS TO BIDDERS**

*To ensure acceptance of your bid, Bidders must comply with the following instructions:*

1. **HOW TO SUBMIT A BID:**

a. **One (1) original, one (1) electronic version and one (1) copy** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, title, and date and hour bids are scheduled to be received. Bids shall be mailed or hand-delivered to:

**City of West Palm Beach - Procurement Department  
401 Clematis Street, 3rd Floor  
West Palm Beach, FL 33401.**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Bidders are responsible for insuring that their bid is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** The Bid Submission Package consists of the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of Bid Items
- B4 Contractor Verification
- B5 Reference List/ Prior Experience
- B6 Drug Free Workplace Certification
- B7 Equal Benefits Certification
- \_\_\_ Copies of required licenses and MOT/TTC Certification

The Bid Submission Package, and all other required documents must be returned in order for the bid to be considered.

**AVOID BID REJECTION:**

**Bids may be rejected for noncompliance to requirements after review by the Procurement Official.**

**All bids must be submitted on the provided Bid forms (B1 – B7).**

**Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.**

**All Forms must be fully completed.**

**Failure to complete any form or provide the required signature may be grounds for rejection of the bid.**

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms (B1 – B7).** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B2 and B3) must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

7. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

8. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

9. ETHICS REQUIREMENTS

No Bidder may employ, directly or indirectly, the mayor, any member of the City commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee

may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

10. PUBLIC ENTITY CRIMES

Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

11. CLARIFICATION/INTERPRETATION & ADDENDA REGISTRATION.

No interpretation or changes to the meaning of the Invitation to Bid will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the bid and shall modify and become part of the bid document.

Each Bidder is requested to **register under the designated solicitation** via the Procurement Department website in order to receive any addenda(s) to this ITB:

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

It is the responsibility of each Bidder to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this ITB to any firm or Bidder not registered under the designated ITB in the City's Procurement website.

**All questions regarding this ITB should be submitted under "Add a Question" section of designated solicitation and must be entered no later than 6:00 p.m., Friday, October 26, 2019.**

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning Procurement website, please contact:

Josephine Grosch, Sr. Purchasing Agent  
City of West Palm Beach  
City Hall, Purchasing Department  
401 Clematis Street, 3rd Floor  
West Palm Beach, FL 33401  
Office (561) 822-2100 ▪ Direct (561) 822-2107 ▪ Email: [jgrosch@wpb.org](mailto:jgrosch@wpb.org)

12. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

13. SELECTION OF BIDDER WITH WHOM TO CONTRACT

Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

14. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

15. CONTRACT.

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

16. COSTS.

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

17. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7) calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

18. CITY IS DOCUMENT GATEKEEPER

This ITB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.





*City of West Palm Beach*

**(B1)**

**BID PACKAGE COVER SHEET**

**ITB No. 18-19-111 Project Title: Moving Contract for Right of Ways for Zone E & F**

Bidder Company Name: .....

Enclose the following documents:

- \_\_\_\_\_ 1. Bid Package Cover Sheet. (B1)
- \_\_\_\_\_ 2. Bid (B2) **Must be signed**
- \_\_\_\_\_ 3. Schedule of Bid Items (B3) **Must be signed**
- \_\_\_\_\_ 4. Contractor Verification (B4).
- \_\_\_\_\_ 5. Reference List (B5)/ Prior Experience
- \_\_\_\_\_ 6. Drug Free Certification (B6)
- \_\_\_\_\_ 7. Equal Benefits Certification (B7)
- \_\_\_\_\_ 8. Copies of Business Tax,
- \_\_\_\_\_ 9. Current certification of insurance
- \_\_\_\_\_ 10. Certifications of active M.O.T./ T.T.C.

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

**Submit one (1) original, one (1) electronic version and one (1) copy of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms (B1 – B7).**

**Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.**

**All Forms must be fully completed.**

**\*\* A Certification of M.O.T./ T.T.C. must be submitted with the bid in order to be considered award.**



City of West Palm Beach

(B2)

**BID**

**ITB No. 18-19-111**

**Proposal of:** \_\_\_\_\_  
(Bidder Company Name)

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ N/A.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Notice to Proceed.
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another.
8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
9. The Bidder understand that the City will select one Contractor per zone, as is determined to best serve the interests of the City. The City also will select one (1) additional Contractor as an alternate in the event the primary contractor(s) cannot fulfill the contract.
10. Small Business participation for this project is 100%.
11. All debris is to be legally disposed of at a licensed disposal site in accordance with City, state, and federal standards.
12. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

13. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

14. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

15. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

16. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

17. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: \_\_\_\_\_

Business Address: (Street, City, State, Zip Code) \_\_\_\_\_

State of Incorporated: \_\_\_\_\_ Telephone: \_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
*Signature of Official authorized to bind Bidder.*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

**ITB No. 18-19-111, Mowing Contract for Right of Ways for Zone E & F**  
**SCHEDULE OF BID ITEMS**

The City will select one Contractor per zone, as is determined to best serve the interests of the City. The City also will select one (1) additional Contractor as an alternate in the event the primary contractor(s) cannot fulfill the contract. The City reserves the right to add and/or delete locations subject to the appropriation of funds by the City.

The City will award a three (3) year contract with options to renew for two (2) additional twelve (12) month periods, based upon the same terms, rates and conditions of the initial agreement.

**\*\* For the award calculation, each bid will be calculated in 26 total weekly cuts and 13 total bi-weekly cuts for the whole year.**

**Zone E**

Frequency of Mowing	Location	Unit	Unit Price (Weekly)	Total Price (May to Oct.) <b>26 cuts</b>
May 01 to October 31 Weekly	Australian Ave from Mercer Ave to 45th St & Entrance Sign	Weekly (every 7 days)		
May 01 to October 31	Parker Ave (Okeechobee to Southern)	Weekly (every 7 days)		
May 01 to October 31	Belvedere Rd (South Olive to I-95)	Weekly (every 7 days)		
May 01 to October 31	Quadrille Blvd (Okeechobee Blvd to 3rd Street)	Weekly (every 7 days)		

**Zone E**

Frequency of Mowing	Location	Unit	Unit Price (Bi-Weekly)	Total Price (Nov. to April) 13 cuts
November 01 to April 30	Australian Ave from Mercer Ave to 45th St. & Entrance Sign	Bi – Weekly (every 14 days)		
November 01 to April 30	Parker Ave (Okeechobee to Southern Blvd.)	Bi – Weekly (every 14 days)		
November 01 to April 30	Belvedere Rd (South Olive to I-95)	Bi – Weekly (every 14 days)		
November 01 to April 30	Quadrille Blvd (Okeechobee Blvd to 3rd Street)	Bi – Weekly (every 14 days)		

**Zone F**

Frequency of Mowing	Location	Unit	Unit Price (Weekly)	Total Price (May to Oct.) 26 cuts
May 01 to October 31	Brandywine (North Robbins to Fairway Vista) and Village Blvd(Whitehall most Southern Entrance to 51st way) (East side ROW both Sections)	Weekly (every 7 days)		
May 01 to October 31	South Olive Ave (Arlington t Southern Blvd)	Weekly (every 7 days)		
May 01 to October 31	Forest Hill Blvd (Forest Ct to I95)	Weekly (every 7 days)		
May 01 to October 31	Southern Blvd (Georgia Ave to I95)	Weekly (every 7 days)		
May 01 to October 31	Executive Center Drive	Weekly (every 7 days)		
May 01 to October 31	Spencer Drive	Weekly (every 7 days)		

**Zone F**

Frequency of Mowing	Location	Unit	Unit Price (Bi-Weekly)	Total Price (Nov. to April) <b>13 cuts</b>
November 01 to April 30	Brandywine (North Robbins to Fairway Vista) and Village Blvd(Whitehall most Southern Entrance to 51st way) (East side ROW both Sections)	Bi – Weekly Every 14 days		
November 01 to April 30	South Olive Ave (Arlington t Southern Blvd)	Bi – Weekly Every 14 days		
November 01 to April 30	Forest Hill Blvd (Forest Ct to I95)	Bi – Weekly Every 14 days		
November 01 to April 30	Southern Blvd (Georgia Ave to I95)	Bi – Weekly Every 14 days		
November 01 to April 30	Executive Center Dr	Bi - Weekly every 14 days		
November 01 to April 30	Spencer Dr	Bi - Weekly every 14 days		

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Office Tel: \_\_\_\_\_ Contact Cell: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**



*City of West Palm Beach*

**(B4)**

ITB No. 18-19-111

**CONTRACTOR VERIFICATION FORM**

PRIME BIDDER:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Office Telephone: (     ) \_\_\_\_\_

Contract Contact Person: \_\_\_\_\_ / Title: \_\_\_\_\_

Contract Contact Person Tel/Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Certified Small Business with \_\_\_\_\_ City of West Palm Beach                      \_\_\_\_\_ Palm Beach County

\_\_\_\_\_ Palm Beach County School Board

Supervisor Name: \_\_\_\_\_ Number of Experience: \_\_\_\_\_ Years

Supervisor Cell: \_\_\_\_\_ Email: \_\_\_\_\_

BIDDER MOT/TTC CERTIFICATION RECORD:

Name of Certification Holder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Type of Certification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

List all equipment which will be dedicated to Mowing Services (additional equipment may be submitted on a separate sheet):

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List current personnel/staff employed by Contractor:  
(Bidder must have a minimum of four (4) crews and one (1) supervisor.)

Name	Job Perform
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Attach copies of 1) current City Registration or Business Tax Receipt, 2) Certification of insurance to ensure that you can comply with the insurance requirement, and 3) current active M.O.T./ T.T.C. Certification.

**Item No. 1 & 2 must be obtained prior to contract execution**  
**Item No. 3 must submit for award consideration**

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***





*City of West Palm Beach*

(B5)

**REFERENCE/ PRIOR EXPERIENCE**

ITB No. 18-19-111

Project Title: **Mowing Contract for Right of Ways**

Please list of work with at least two (2) customers (Right-Of-Way Mowing Services experience prefer)

**NOTE:** Failure to fully and accurately complete this Form A1 evidencing compliance with minimum qualifications shall be grounds for disqualification of contractor's bid. **Bidders not meeting the minimum requirements will be disqualified.** All decisions of the City are final.

Bidder Company Name \_\_\_\_\_

**EXPERIENCE #1**

Owner: \_\_\_\_\_

Service Location: \_\_\_\_\_

Description of Services/ Project Date, Size & Project Amount: \_\_\_\_\_

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Reference Contact: \_\_\_\_\_  
Name Title

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_





*City of West Palm Beach*

**(B6)**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Equal Benefits Certification**

This form must be completed and submitted with your firm's submittal /proposal /bid.

**Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

**Check only one box below:**

**1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

**2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- The firm's price for the contract term awarded is \$50,000 or less.
- The firm employs less than five (5) employees.
- The firm does not provide benefits to employees' spouses nor employees' dependents.
- The firm is a government entity.
- The contract is for the sale or lease of property.
- Compliance would violate grant requirements or regulations of federal / state law.
- The contract is an emergency procurement or necessary to respond to an emergency situation.

**3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, \_\_\_\_\_, \_\_\_\_\_  
(Print Name of Authorized Officer) (Title)

of \_\_\_\_\_  
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as an act of \_\_\_\_\_ (firm), who is personally known to me or produced the following identification: \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

Print Notary Name: \_\_\_\_\_

Commission No. \_\_\_\_\_