

INVITATION TO BID

**RIGHT OF WAY
TREE TRIMMING & VEGETATION REMOVAL**



**OFFICE OF THE CITY MANAGER
CITY OF STARKE**

**209 N THOMPSON ST
STARKE, FL 32091**

**BIDS MUST BE
RECEIVED NOT LATER THAN:
DECEMBER 1, 2022 AT 4:30 P.M.**

***BIDS MAY NOT BE
WITHDRAWN ANY EARLIER THAN 60 DAYS AFTER
SUCH TIME AND DATE***

INVITATION TO BID

The City of Starke is soliciting bids from qualified firms offering vegetation removal services to enter into a contract with the City ***to remove vegetation from the Electric Distribution System of the City of Starke, Florida for a term of one (1) year with the option to renew such contract for two (2) additional two (2) year terms under the same terms and conditions, allowing for an increase not exceeding three (3) percent in the second optional two (2) year term. Additional tree trimming on City streets and roads and City properties not involving the Electric Distribution System may be requested.***

To be considered, an original and 1 copy of the bid should be submitted in a sealed package, clearly identified as **“Bid for Utility R.O.W. Tree Trimming Vegetation Removal”** to the attention of the Finance Department, City of Starke, 209 N Thompson St, Starke Florida 32091 no later than **4:30 P.M. on December 1, 2022**. Bids will be opened and reviewed publicly, **December 2, 2022 at 11:00 A.M.**

All questions relating to the Invitation to Bid should be addressed to:

Russell A. Mullins
City Manager
209 N Thompson St • Starke, FL 32091
904-368-1333

The City of Starke reserves the right to accept such bids as is deemed to be in the best interests of the City, to waive informalities, or to reject any or all bid submissions.

RESPONSES

Supporting material may be provided; however, the City’s decision will primarily be based upon a comparison of the information specifically requested. The City reserves the right to accept or reject any and/or all bids, and to waive any minor irregularities and technicalities. There is no obligation on the part of the City to award the contract to the lowest price and the City reserves the right to award the contract to the lowest responsible price submitted in a responsible bid with a resulting negotiated agreement that is most advantageous to and in the best interest of the City. The City shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Starke will apply to any resulting agreement.

Bids shall clearly indicate the legal name, address and telephone number of the party submitting the bid (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid terms.

All expenses for making bids to the City are to be borne by the bidder.

All bids must be submitted along with attached Public Entity Crime Information Form, Indemnification Agreement, and Drug Free Workplace Form.

SCOPE OF SERVICES SECTION

The City of Starke is accepting bids from qualified firms for vegetation removal services from the City's Electric Distribution System.

Proof of OSHA 1910.269 compliance is required of any employees to perform trimming services pursuant to the contract resulting from this procurement.

The City is requesting bids for an experienced two-man crew to perform trimming on the Electric Distribution system using a 55' to 60' aerial bucket truck, all-terrain tree trimmer, chipper and associated tools. The successful bidder may be required to chip and clean area along the pole line and chip and dispose of chips at the assigned City location. A weekly time sheet with crew members' names and equipment used must be turned in to the Electric Supervisor every week to ensure time worked for the week. The City is requesting that an experienced two-man crew be available within 60 days of receiving the purchase order.

Submittals must be on an hourly rate for the above personnel and equipment and should be listed on the price schedule.

The successful bidder shall provide all chemicals, labor, management, supervision, tools, equipment, transportation and other services and facilities necessary for the performance of the work. All work shall be done to the complete satisfaction of the City of Starke and in accordance with all local, state, and federal laws, ordinances, and regulations applicable to said work. Any faulty equipment shall be removed from the site upon the City of Starke's request. Unskilled or careless application will be just cause for stopping work or termination of the resulting contract.

The price for the work shall include all chemicals, overhead, cost of labor, supervision, profit, taxes, insurance, deductions fixed by law, per diem, subsistence, mileage, travel time, all equipment, and tools required for the work and all other expenses incurred by the successful bidder in connection with this work, the City of Starke shall pay no additional charges.

Continuous services to customers shall be maintained throughout job completion. The successful bidder shall provide and use all protective equipment necessary for the protection of the general public and the successful bidder's employees.

The successful bidder shall inform the local City of Starke representative within 24 hours of all complaints, claims, property damage, personal injuries, and accidents, sink holes and any other similar occurrences and follow up with a written report to the local City of Starke representative within 5 working days.

The City of Starke will advise the successful bidder of any known special provisions of easements or requirements of local, state, or federal authorities affecting tree or brush control.

If in the City of Starke's judgment, a successful bidder's employee is not performing the work in accordance with standards as set forth in this scope of work, or is found in serious violation of

successful bidder's policies and procedures, the City of Starke reserves the right to direct the successful bidder to no longer assign that employee to perform work for the City of Starke under the resulting contract.

INSURANCE REQUIREMENTS

The Successful bidder selected under this invitation to bid will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of Florida:

- **Automobile Liability Insurance:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- **Comprehensive General Liability:** Bodily injury and property damage liability as shall protect the successful bidder and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by the successful bidder, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
- **Worker's Compensation and Occupation Disease Insurance:** In conformance with Florida law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful bidder and/or sub-consultant providing such insurance. The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under the resulting contract. At the time of execution of the resulting contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

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GENERAL INFORMATION

Questions and Requests for Clarifications

Each question or request must provide clear reference to the section, page, and item in question. Request received after the deadline may not be considered. Please submit all questions and requests by email to DMullins@CityofStarke.org no later than **November 24, 2022 at 4:30 PM.**

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with an agreement reached during contract negotiations. Interim billings shall cover a period of not less than a calendar month.

Indemnity

Successful bidder will indemnify and hold the City and the City's agents harmless from any loss, cost, damage or injury sustained by any person/persons as a result of the actions of employees or officers of the successful bidder, subcontractors or suppliers.

Additional Information

The City of Starke Director of Finance reserves the right to request any additional information needed for clarification from any bidder for evaluation purposes.

Addendum

It will be the sole responsibility of the bidder to consult the City's website (www.CityofStarke.org) prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.

Public Crimes Statement

In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a successful bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

Cancellation

The City shall have the right to unilaterally cancel, terminate or suspend any resulting contract, in whole or in part, by providing the firm thirty (30) days written notice by certified mail.

Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful bidder of such occurrence and the resulting contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

Non-Discrimination Clause

The City of Starke does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our community, staff, volunteers, subcontractors, vendors, etc.

Reserved Rights

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination.

The City reserves the right to approve or reject staff assigned to the City's contract.

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THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

BID FORM

PROJECT ID: UTILITY TREE TRIMMING VEGETATION REMOVAL

ARTICLE 1 - BID RECIPIENT

- 1.01 This bid is submitted to: City of Starke - Finance Department
Re: Utility R.O.W. Tree Trimming/Vegetation Removal
209 N Thompson St.
Starke, Florida 32091
- 1.02 The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with City in the form included in the bidding documents to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for 90 days after the bid opening, or for such longer period of time that bidder may agree to in writing upon request of City.
- 2.02 Bidder accepts all of the terms and conditions of the advertisement or invitation to bid and instructions to bidders, including without limitation those dealing with the disposition of bid security. The bid will remain subject to acceptance for 90 days after the bid opening, or for such longer period of time that bidder may agree to in writing upon request of City.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this bid, bidder represents that:
- A. Bidder has examined and carefully studied the bidding documents, other related data identified in the bidding documents, and the following addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Bidder is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the work.

D. Bidder has considered the information known to bidder; information commonly known to successful bidders doing business in the locality of the site; information and observations obtained from visits to the site; the bidding documents; and the site-related reports and drawings identified in the bidding documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents; and (3) bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for performance of the work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the bidding documents.

F. Bidder is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the bidding documents.

G. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the bidding documents, and the written resolution thereof by City is acceptable to bidder.

H. The bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the resulting contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the resulting contract.

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ARTICLE 5 – BASIS OF BID

5.01 NOTE THAT THIS BID SHEET WILL SERVE AS ATTACHMENT A

BID SHEET:

**CONTRACT FOR BID FOR UTILITY R.O.W. TREE TRIMMING AND VEGETATION REMOVAL
FOR
CITY OF STARKE ENERGY DELIVERY OPERATIONS
_____, 2022**

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address _____

The following bid is in strict accordance with the City of Starke ITB described as “**Bid for Utility R.O.W. Tree Trimming and Vegetation Removal**”, dated _____, _____ and all attachments as referenced therein:

This bid shall F.O.B. Delivered with Full Freight Allowed and a Total Firm Price for all the work outlined in sections 1.0, 2.0.

Total Firm Bid Price Per Distribution Pole Line Mile:

FY 22 Vehicle Accessible/Aerial Lift/Back Yard Lift \$____ Per Mile
Written Out _____ Dollars

FY 23 Vehicle Accessible/Aerial Lift/Back Yard Lift \$____ Per Mile
Written Out _____ Dollars

FY 24 Vehicle Accessible/Aerial Lift/Back Yard Lift \$____ Per Mile
Written Out _____ Dollars

FY 22 Non-Vehicle Accessible/Manual Climbing \$____ Per Mile
Written Out _____ Dollars

FY 23 Non-Vehicle Accessible/Manual Climbing \$____ Per Mile
Written Out _____ Dollars

FY 24 Non-Vehicle Accessible/Manual Climbing \$____ Per Mile
Written Out _____ Dollars

Total Firm Bid Price for Tree Removal

Vehicle Access Tree removal 4" to 8" Diameter: \$ _____
 Written Out _____ Dollars

Non -Vehicle Access Tree removal 4" to 8" Diameter: \$ _____
 Written Out _____ Dollars

Vehicle Access Tree removal 9" to 12" Diameter: \$ _____
 Written Out _____ Dollars

Non -Vehicle Access Tree removal 9" to 12" Diameter: \$ _____
 Written Out _____ Dollars

Vehicle Access Tree removal 13" to 16" Diameter: \$ _____
 Written Out _____ Dollars

Non -Vehicle Access Tree removal 13" to 16" Diameter: \$ _____
 Written Out _____ Dollars

Total Firm Bid Price for Service Cable trim by Firm Price Crew: \$ _____
 Written Out _____ Dollars

Please state the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges for each Classification of Labor for FY 22:

Classification	Hourly Billing		Additional Charges (%)	Wage Rate
General Foreman	\$ _____	+	\$ _____	\$ _____
Crew Foreman	\$ _____	+	\$ _____	\$ _____
Climber	\$ _____	+	\$ _____	\$ _____
Trimmer	\$ _____	+	\$ _____	\$ _____
Apprentice/Groundman	\$ _____	+	\$ _____	\$ _____

Please state the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 22:

Classification	Hourly Billing	+	Additional Charges (%)	Wage Rate
General Foreman	\$ _____		\$ _____	\$ _____
Crew Foreman	\$ _____		\$ _____	\$ _____
Climber	\$ _____		\$ _____	\$ _____
Trimmer	\$ _____		\$ _____	\$ _____
Apprentice/Groundman	\$ _____		\$ _____	\$ _____

Please state the Hourly Billing Rate for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 23:

Classification	Hourly Billing	+	Additional Charges (%)	Wage Rate
General Foreman	\$ _____		\$ _____	\$ _____
Crew Foreman	\$ _____		\$ _____	\$ _____
Climber	\$ _____		\$ _____	\$ _____
Trimmer	\$ _____		\$ _____	\$ _____
Apprentice/Groundman	\$ _____		\$ _____	\$ _____

Please state the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 23:

Classification	Hourly Billing	+	Additional Charges (%)	Wage Rate
General Foreman	\$ _____		\$ _____	\$ _____
Crew Foreman	\$ _____		\$ _____	\$ _____
Climber	\$ _____		\$ _____	\$ _____
Trimmer	\$ _____		\$ _____	\$ _____
Apprentice/Groundman	\$ _____		\$ _____	\$ _____

Please state the Hourly Billing Rate for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 24:

Classification	Hourly Billing	+	Additional Charges (%)	Wage Rate
General Foreman	\$ _____		\$ _____	\$ _____
Crew Foreman	\$ _____		\$ _____	\$ _____
Climber	\$ _____		\$ _____	\$ _____
Trimmer	\$ _____		\$ _____	\$ _____
Apprentice/Groundman	\$ _____		\$ _____	\$ _____

Please state the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 24:

Classification	Hourly Billing	+	Additional Charges (%)	Wage Rate
General Foreman	\$ _____		\$ _____	\$ _____
Crew Foreman	\$ _____		\$ _____	\$ _____
Climber	\$ _____		\$ _____	\$ _____
Trimmer	\$ _____		\$ _____	\$ _____
Apprentice/Groundman	\$ _____		\$ _____	\$ _____

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Please provide the billing rates for the following equipment:

<u>Item Number</u>	<u>Equipment Description</u>	<u>Billing Rate</u>
1.	4x4 Pickup truck w/tools for herbicide crew	\$ _____
2.	Aerial Bucket 70'-75' w/tools for Priority Project	\$ _____
3.	All-Terrain Tree Trimmer	\$ _____
4.	Disc Chipper	\$ _____
5.	Rear Lot Aerial Lift w/tools	\$ _____
6.	Aerial Bucket 50'-60' w/tools	\$ _____
7.	Split Dump Truck w/tools	\$ _____
8.	Loader	\$ _____
9.	4x4 Aerial Bucket 70' w/tools	\$ _____
10.	Tractor w/mobilizing vehicle	\$ _____
11.	Bush Hog (or equiv.)	\$ _____
12.	Spray truck, 4x4, minimum 1 ton w/tools	\$ _____
13.	Whole Tree Disc Chipper, minimum 18" and 200 h.p.	\$ _____
14.	General Foreman Vehicle	\$ _____
15.	Commercial-grade Trimmer	\$ _____
16.	Prentice Loader	\$ _____

Please list a minimum of three (3) projects that your company has successfully completed within the past three (3) years which are of equal size, scope, magnitude and complexity as the project to be done for the City of Starke. This list shall be specifically prepared for this bid submittal and should include the name of the entity and name and telephone number of a responsible individual qualified to respond to questions concerning your company's abilities, costs, schedules, etc. Note: prior successful accomplishment of such equal work will be a consideration in determining whether the bidder is qualified to perform the work specified herein.

	Company Name	Contact Person	Telephone Number
1.			
2.			
3.			

Please List All Anticipated Subcontractors:

<u>Name of Company</u>	<u>Address and Telephone</u>	<u>Service Provided</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Schedule:

Work can be started in _____ calendar day(s) after notification of award.

Terms of Payment Offered _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute 218.74, the Local Government Prompt Payment Act.

"I hereby certify that (I understand and am aware that the City of Starke at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; bidder's experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Starke encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by federal or state laws or requirements, the City is authorized by resolution to preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list."

Company Name

Authorized Signature

Date Signed

Name of Contact for Questions
(Please Print or Type)

Telephone No. of Contact

5.01 Bidder will complete the Work for the following price(s)

UNIT PRICE BID SCHEDULE FOR ELECTRIC DISTRIBUTION SYSTEM WORK

Description/Work Perform	Quantity	Unit	Bid Unit Price
Vegetation Removal 2-Man Crew <i>(Rate based on a 2-man crew - 40 hours Per/week Monday-Thursday)</i>	1	Hour	\$ _____
Over time <i>(based on outside Normal schedule of work week)</i>	1	Hour	\$ _____
Chipper use <i>(based on hourly rate if needed)</i>	1	Hour	\$ _____
Lift use <i>(if needed)</i>	1	Hour	\$ _____

**ALTERNATE UNIT PRICE BID SCHEDULE FOR ADDITIONAL TRIMMING ON CITY STREETS AND
ROADS AND CITY PROPERTIES**

Description/Work Perform	Quantity	Unit	Bid Unit Price
Vegetation Removal 2-Man Crew <i>(Rate based on a 2-man crew – additional hours during week days (Monday-Thursday))</i>	1	Hour	\$ _____
Over time <i>(based on outside Normal schedule of work week)</i>	1	Hour	\$ _____
Chipper use <i>(based on hourly rate if needed)</i>	1	Hour	\$ _____
Lift use <i>(if needed)</i>	1	Hour	\$ _____

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ARTICLE 6 – TIME OF COMPLETION

- 1.01 The Work will be continuous and ongoing, and shall commence within thirty (30) days after the date **of receiving the purchase order**. Work progress shall be determined based on a plan of work established between the City and the successful Bidder, which may be amended and updated from time to time as circumstances require.
- 1.02 Bidder accepts the provisions of the document as to Liquidated Damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a part of this Bid:
 - A. Indemnification Agreement.
 - B. Drug-Free Workplace Certificate.
 - C. Sworn Statement under Section 287.133(3) (A), Florida Statutes, on Public Entity Crimes.
 - D. Dispute Disclosure Form.
 - E. Vendor Conflict of Interest.
 - F. List of Project References.
 - G. Required Bid security in the form of a certified check or Bid Bond.

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ is ____/____/____.
[State where Project is located]

A Limited Liability Company

Company Name: _____ (SEAL)

State of Organization: _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____

Date of Qualification to do business in _____ is ____/____/____.
[State where Project is located]

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____

BID SPECIFICATIONS

Schedule and Work Plan would involve the following:

- 1) Work with the City's Electric Department to locate and work the identified areas requiring vegetation trimming prior to having a crew began the work. This will start with local supervision having an onsite meeting with City assigned representative.
- 2) Successful bidder to provide a qualified 2-man crew to perform the trimming vegetation removal and chipping work that has been pre-determined.
- 3) Successful bidder to keep records and supply City representative with a weekly log and updated maps of work completed on the previous week and discuss anticipated work for the current week.
- 4) Successful bidder to have supervision available for onsite meetings to curve, discuss and resolve issues and also to maintain and review work from crew.

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Starke, **"BID FOR R.O.W. UTILITY TREE TRIMMING VEGETATION REMOVAL – ITB"**

Date

Firm Name: _____

Authorized Signature

Title

Print Name

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the
Title Company Name
bidder that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Starke, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20__.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

VENDOR CONFLICT OF INTEREST STATEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.
2. The above-named entity is submitting a bid for the City of Starke ITB described as **“Tree Trimming Vegetation Removal”**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Starke.
9. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of Starke.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Starke.

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20__.

Personally Known _____ or produced identification _____ Identification type: _____

Notary Public-State of _____ My commission expires _____

Printed, typed, or stamped commissioned name of notary public: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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

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

1. This sworn statement is submitted for ITB described as **“Utility R.O.W. Tree Trimming and Vegetation Removal”**.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No (FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors,

executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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

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

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

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

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

Signature: _____ Date: _____

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20__.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

INDEMNIFICATION AGREEMENT

The undersigned, if chosen as the successful bidder shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the City of Starke, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the undersigned, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the undersigned shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City of Starke.

To the extent applicable, the undersigned shall fully indemnify and hold harmless the City of Starke, and its agents, employees assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of undersigned's products by the City of Starke or any of its agents, employees, and assigns, or to the operation or use of undersigned's products by the City of Starke or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the purchase order.

In the event of a claim, the City of Starke shall promptly notify the undersigned in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:_____.

The City of Starke shall provide all available information and assistance that the undersigned may reasonably require regarding any claim.

The City of Starke may, in addition to other remedies available to it at law or equity, and upon written notice to the undersigned, retain such monies from amounts due the undersigned as may be deemed by the City of Starke to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The City of Starke may set off any liability or other obligation of the undersigned or its affiliates to the City of Starke against any payments due the undersigned under any contract with the City of Starke.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the undersigned under the Contract or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City of Starke and the undersigned, the agreement which provides the most protection for the City of Starke shall take precedence. The provisions of any resulting contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

I _____, being an authorized representative of the firm of _____, having read and understood the contents above, hereby enter into this indemnification agreement as of this date, _____.

Signature of Representative of _____.

Printed name: _____

As: _____

Contact Information for Selected Firm:

Street Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

ACCEPTED BY THE CITY OF STARKE ON _____, 20____.

By: _____

Printed Name: _____

As:

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby Certifies that _____ does:

(Company Name)

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 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 893 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.

Date_____

Signature_____

CITY OF STARKE
BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose 2 sets of the bid form (one marked original and 1 copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

_____ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS-please keep bid in a separate sealed envelope when placing it in their packaging

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

_____ Verify pages have been notarized.

FORMS

_____ Disputes Disclosure

_____ Non-Collusion Affidavit

_____ Conflict of Interest

_____ Public Entity Crime Statement

_____ Indemnification Agreement

_____ Drug Free Work Place

_____ PLEASE INITIAL

SAMPLE CONTRACT FOLLOWS