THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041

January 11, 2013

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordnances Section 2-769: Invitation to Bid (ITB), the City of Key West is soliciting competitive sealed bids for the RIGHT OF WAY MAINTENANCE SERVICES: ITB NO: 13-010 This package contains the following documents.

a. Cover letter
b. Bidding Requirements
c. Contract Forms
d. Conditions of Contract
e. Scope of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Rod Delostrinos, Deputy Director of Community Services at rdelostr@keywestcity.com with questions concerning the solicitation.

Firms/corporations submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, a description of any previous or existing legal action against the Bidder within the past five (5) years and provide the City of Key West with a Hold Harmless Indemnification that, among other things, recognizes the hazardous nature of materials.

CONTRACT DOCUMENTS

FOR

RIGHT OF WAY MAINTENANCE SERVICES

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

ITB PROJECT #: 13-010

PREPARED BY:

THE CITY OF KEY WEST
COMMUNITY SERVICES
KEY WEST, FLORIDA

January 11, 2013

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PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT:	INVITATION TO BID NO. 13-010: RIGHT OF WAY MAINTENANCE SERVICES
ISSUE DATE:	FEBRUARY 27, 2013
MANDATORY: PRE BID CONFERENCE	MARCH 20, 2013
MAIL BIDS TO:	CITY CLERK CITY OF KEY WEST PO BOX 1409 KEY WEST, FL 33041
DELIVER BIDS TO:	SAME AS ABOVE
BIDS MUST BE RECEIVED:	APRIL 3, 2013
NOT LATER THAN:	3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

INVITATION TO BID

Sealed Bids addressed to the City of Key West, for the ITB # 13-010: RIGHT OF WAY MAINTENANCE SERVICES will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on April 3, 2013 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project contemplated consists of supplying Right of Way maintenance services to the City of Key West:

Specifications may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

A mandatory Pre-Bid Meeting will be held at the City of Key West Public Works Yard, 633 Palm Avenue, Key West, Florida on March 20, 2013, 10:00 a.m. The purpose of the meeting will be to discuss the scope of work and requirements relative to obtaining services and answer questions of the prospective bidders. Attendance at this meeting on March 20, 2013 is required in order to submit bid no later than April 3, 2013.

Each Bid must be submitted on the prescribed forms.

All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: "ITB 13-010: RIGHT OF WAY MAINTENANCE SERVICES", and addressed to the City Clerk.

Within ten (10) calendar days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the state and that the provisions of Chapter 66 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he/she can enter into the agreement contained in the Contract Documents. Specifically, within ten (10) calendar days after the Notice of Award, the successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

B. A valid Occupational License issued by the City of Key West.

All, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent

lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information of the proposed solicitation, please contact Rod Delostrinos, Deputy Director of Community Services at rdelostr@keywestcity.com with questions concerning the solicitation.

The CITY may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its proposal, (3) if the bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor informalities or irregularities in any bid.

The CITY may, however, reject all bids whenever it is deemed in the best interest of the CITY to do so, and may reject any part of a bid unless bid has been qualified as provided for in (3).

Dated this ____ day of _____, 2013

CITY OF KEY WEST, FLORIDA

BY: _____
BOGDAN VITAS, City Manager
or Authorized Representative

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the bid opening, an interpretation thereof. Any interpretation or change in said Contact Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the ITB and the scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of the Contract by the Owner.

Bidders must hold or obtain all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and will make himself/herself thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. FIXED MONTHLY PRICE

Bid for the work in this project is to be submitted on a fixed monthly rate for work performed in accordance with listed specifications. All items Bid Form A, B, and C require a bid. The contractor must provide all listed services.

B. PREPARATION OF PROPOSALS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. No changes shall be made in the phraseology of the forms.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced bids as requested in the breakdown of bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Proposals in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file

with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the General Conditions.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid:

i. Proposal
ii. Bid Bond
iii. Anti-Kickback Affidavit
iv. Public Entity Crime Form
v. Equal Benefits for Domestic Partners Affidavit

Additionally the bidder shall include a description of any previous or existing legal action against the Bidder within the past five (5) years.

7. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Proposals must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. Two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bids are required.

9. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Bid submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the

Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Bid may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

At the time of the award, the successful Bidder must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all proposals because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all proposals, and to accept any Bid that the CITY deems to be in the best interest of the Owner.

11. BASIS OF AWARD

The Owner on the basis of that Bid will make the award from the lowest, responsive, qualified Bidder for all three scope elements combined (Right of Way Maintenance, Pressure Washing, Park Maintenance) that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interest.

12. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

18. LICENSES, PERMITS, AND FEES

The Contractor is responsible for obtaining and paying for all licenses, permits, inspections, and fees required to perform the work as stated in the sections of this bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses, in accordance with City of Key West Code of Ordinances, Chapter 2, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, business tax receipt – Fees not to exceed $98.70 per year.
- General Service Classification

Note: Contractor shall verify each license, permit, or fee before submitting the bid.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

PROPOSAL

To: The City of Key West

Address: PO BOX 1409, Key West, Florida 33040

Project Title: RIGHT OF WAY MAINTENANCE SERVICES

Project: ITB #13-010

BIDDER'S INFORMATION

Name: _____

Address: _____

_____

_____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

PERIOD OF CONTRACT

Contract period shall be for five (5) years.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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.”

ADDITIONAL INFORMATION REQUIRED IN PROPOSAL

The Bid shall fulfill the requirements as described in Section 4: Summary of Work.

The Bidder shall include with the Bid Form the following:

- A description of any previous or existing legal action against the Bidder within the past five (5) years.

BID RESPONSE FORM A

BID 13-010

Right of Way Maintenance Service Provider

Dollar amount written in words has precedence.

Cost to provide three (3) full time employees along with one (1) professional onsite full time supervisor and all equipment necessary to perform maintenance on City streets, easements, alleys, and sidewalks based on an entire work month.

Three Employee and One Supervisor ROW Crew per day $_____

Dollar amount written in words

$_____

Three Employee and One Supervisor ROW Crew per five day work week $_____

Dollar amount written in words

$_____

Three Employee and One Supervisor ROW Crew per day on Weekends/ Holidays $_____

Dollar amount written in words

$_____

_____

Signature of Bidder

_____

Printed Name and Title

BID RESPONSE FORM B

BID 13-010

Right of Way Maintenance Service Provider

Dollar amount written in words has precedence.

Cost to provide two (2) full time employees and all equipment necessary to perform high pressure cleaning services and gum removal for City streets, sidewalks and street furniture based on an entire work month.

Two Employee Pressure Washing Crew per day$_____
Dollar amount written in words

$_____

Two Employee Pressure Washing Crew per five day work week $_____
Dollar amount written in words

$_____

Two Employee Pressure Washing Crew per day on Weekends/ Holidays $_____
Dollar amount written in words

$_____

_____
Signature of Bidder

_____
Printed Name and Title

BID RESPONSE FORM C

BID 13-010

Right of Way Maintenance Service Provider

Dollar amount written in words has precedence.

Cost to provide three (3) full time employees and all equipment necessary to perform maintenance in City Parks and recreation areas based on an entire work month.

Three Employee Park Maintenance Crew per day $_____

Dollar amount written in words

$_____

Three Employee Park Maintenance Crew per five day work week $_____

Dollar amount written in words

$_____

Three Employee Park Maintenance Crew per day on Weekends/ Holidays $_____

Dollar amount written in words

$_____

_____

Signature of Bidder

_____

Printed Name and Title

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Contract:_____

Name: _____

Address: _____

Portion of Contract:_____

Name: _____

Address: _____

Portion of Contract:_____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____State _____Zip_____

Telephone No._____

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name Title

_____

_____

_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____day of _____, 2013.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____day of _____, 2013.

Signature of Bidder _____

Title_____

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____ _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____ _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is_____and my relationship to
(Please print name of individual signing)

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, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of t 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 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)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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 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. Them has been a subsequent proceeding before a hearing officer of the Sate 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 put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Community Services.)

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this_____ day of _____, 2013.

My commission expires:
_____
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2013.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before me this _____ day of _____ 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

PART 2

CONTRACT FORMS

Notice of Award

Date

Company
Attention:
Address
City, State, Zip

Project: ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

Dear :

At a meeting of the City of Key West CITY held on XXXXXX, 2013, your firm, XXXXXX., was awarded the contract for RIGHT OF WAY MAINTENANCE SERVICES.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Occupational License must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3905.

Sincerely,

Rod Delostrinos
Deputy Director of Community Services

C O N T R A C T

This Contract, made and entered into this _____ day of _____ 2013, by and between the **City of Key West**, hereinafter called the "CITY", and _____ of _____ hereinafter called the "CONTRACTOR";

Article 1. Scope of Services

The City of Key West is in need of a company to perform daily Right of Way (ROW) maintenance for City streets, easements, alleys, sidewalks, and Parks as directed by the Community Service Director or his designee.

The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned of City Sidewalks, Streets, Curbs & Gutters, and Parks in order to maintain a well groomed neat and clean appearance as determined by the City; High Pressure cleaning of the City Sidewalks, Street Furniture, Curbs & Gutters, and Roadways with appropriate equipment in order to maintain a well groomed neat and clean appearance free of stains, oils, gum, and other substances as determined by the City. The City will provide the selected contractor with a disposal account at the City Transfer Station and the City will waive any tipping and disposal fees related to waste generated by the contractor performing maintenance. The City requests sidewalk cleaning and parks maintenance be listed under the separate tabs provided.

1. Provide three (3) full time employees along with one (1) professional onsite full time supervisor and all equipment necessary to perform maintenance on City streets, easements, alleys, and sidewalks as directed for a period of eight (8) hours daily, five (5) days a week, for the entire month. All work must start no earlier than 7:00 a.m. during the week and end no later than 7:00 p.m. No weekend work is allowed unless authorized by the City. The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned in order to maintain a well groomed neat and clean appearance as determined by the City. SEE CONTRACTOR AREA OF RESPONSIBILITY MAP.

2. Provide two (2) full time employees and all equipment necessary to perform high pressure cleaning services and gum removal for City streets, sidewalks and street furniture. Crew must wash at least one (1) City block, both sides, daily minimum leaving all sidewalks, curbs and street furniture (Light poles, Trash cans inside and outside, bollards, signs, benches, etc.) in a clean state as determined by the

City. Sidewalks and gutters are to be free of stains, oils and gum. Other areas may as be assigned. This work will be performed for a period of eight (8) hours daily, five (5) days a week, for the entire month. In order to lessen the impact on business activity in area, working hours are from 5:00 a.m. to 2:00 p.m. daily. No weekend work is allowed unless authorized by the City. Equipment should be at capable of at least delivering 7 GPM, 4000 PSI with a hot steam temperature range of 100-250°F allowing for at least 2 simultaneous users with a pump type chemical injector. The equipment must have commercial guns/lances and surface cleaners. The reservoir tank must hold at least 500 gallons. Contractor is responsible to provide water at his/her cost for this operation.

3. Provide three (3) full time employees and all equipment necessary to perform maintenance in City Parks, recreation areas, and other areas as directed for a period of eight (8) hours daily, five (5) days a week, for the entire month. All work must start no earlier than 7:00 a.m. during the week and end no later than 7:00 p.m. No weekend work is allowed unless authorized by the City. The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned in order to maintain a well groomed neat and clean appearance as determined by the City. Parks and recreation areas include but are not limited to Clayton Sterling Complex - Northside Dr. and Kennedy Dr.; Rosa Hernandez Softball Field - Northside Dr. and Kennedy Dr.; Wickers Sports Complex - Flagler Ave. and Kennedy Dr.; Bill Butler Park - Poorhouse Lane; Cozumel Park - 19th Street and Donald Ave.; Little Hamaca Park - Government Road; Smathers Beach - South Roosevelt Blvd. Dog Beach – Vernon Street; Spottswood Park – Seminole Street; Simonton Street Beach - 0 Simonton Street; Rest Beach/C.B. Harvey Park - Atlantic Blvd.; Sonny McCoy Indigenous Park - White Street/Atlantic Blvd.; Bayview Park - Truman Ave and Jose Marti Dr.; Riggs Wildlife Refuge/Bridle Path - South Roosevelt Blvd.; Truman Annex Park- Southard Street.

4. Selected bidder or authorized representative will meet on a weekly basis with the City of Key West to establish ROW, pressure washing/cleaning, and park maintenance schedules and locations to be cleaned for the coming week. The City of Key West reserves the right to used city staff of equal numbers to set minimum base line for ROW maintenance schedule. The City of Key West reserves the right to establish an inspection program to ensure quality and performance of work. The City of Key West reserves the right to set fine schedules for performance short falls.

5. On a weekly basis, the selected bidder will provide the City with a report of the daily total of linear feet and locations of right of way that was properly maintained. Digital photos showing a sample of the work completed shall be included in the report. This report will be submitted with the Contractor's monthly request for payment; Report will be in digital and written format approved by the City of Key West Community Services Department

6. On days that weather prevents regular right of way maintenance, the Contractor will assist the City Community Services Department clearing storm drains in low lying areas to help prevent flooding. The Contractor will be compensated at the same rate as right of way maintenance and will be required to report the number and location of drains cleared each day with the Contractor's monthly request for payment; Report will be in digital and written format approved by the City of Key West Community Services Department.

7. Selected bidder's employees working in areas where workers and transportation modes may compete for common or adjacent space must have valid Maintenance of Training certifications in accordance with Florida Department of Transportation standards.

8. Selected bidder's employees must also possess a valid and appropriate Florida Department of Agriculture and Consumer Services issued pesticide applicator license in order to dispense required herbicides and pesticides on City property. Anyone using or supervising the use of restricted use pesticides on agricultural or related sites in Florida needs a restricted use pesticide license.

9. Provide a daily email to City of Key West Staff notifying them of ROW, Parks and Pressure Washing crew work schedules for that day.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONTRACTOR fees as per the following;

1. Lump sum monthly payment, which includes compensation for all the CONTRACTOR'S salaries, general overhead costs, direct expenses, and profit.

a. The contractor will be compensated for work completed by a fully staffed right of way crew as per Attachment "A". The Contractor will submit proof of payroll for a complete crew with the monthly request for payment. If for any reason the entire four (4) person crew is not present during the work week, a person out sick etc, the pay request should reflect the missing crew member and deduct the cost of each missing worker at 25% of the compensation for that day, and contract daily production requirements shall be adjusted accordingly.

b. The contractor will be compensated for work completed by a fully staffed pressure washer crew as per Attachment "B". The Contractor will submit proof of

payroll for a complete crew with the monthly request for payment. If for any reason the an entire two (2) person crew is not present during the work week, person out sick etc, the pay request should reflect the missing crew member and deduct the cost of each missing worker at 50% of the compensation for that day, and contract daily production requirements shall be adjusted accordingly.

2. The contractor will be compensated for work completed by a fully staffed parks maintenance crew per Attachment "C". The Contractor will submit proof of payroll for a complete crew with the monthly request for payment. If for any reason the entire three (3) person crew is not present during the work week, a person out sick etc, the pay request should reflect the missing crew member and deduct the cost of each missing worker at 33% of the compensation for that day, and contract daily production requirements shall be adjusted accordingly.

3. The City of Key West reserves the right to:

   a. Adjust compensation for poor performance as in Article 1, Item 4.

   b. Find the contractor in breach of contract for prolonged understaffing crew or crews by pattern of absence or prolonged vacancy.

4. Annual Compensation Increase: The contract compensation shall increase each year. This increase will go into effect on the anniversary of the contract execution based on the CPIU National as posted by the US Department of Labor for All Cities, All items for the most recent prior twelve-month period that data is available.

5. Work Contingent on Funding of Contract

a. Compensation for work performed under this AGREEMENT is contingent on available funds being budgeted each fiscal year by the CITY. If the CITY fails to budget funds to cover the cost of work performed under this AGREEMENT, the CITY shall notify the CONTRACTOR immediately in writing providing the CONTRACTOR not less than thirty (30) days notice prior to the end of the fiscal year end that funds will not be available to compensate the CONTRACTOR for any work the next fiscal.

b. Funding for compensation for work to be performed under this AGREEMENT for the four (4) person right of way crew has been approved and is available for fiscal year 2013 ending September 30, 2013. Funding for compensation for work to be performed under this AGREEMENT for the two (2) person pressure washer crew is available for fiscal year 2013 ending September 30, 2013. Funding for compensation for work to be performed under this AGREEMENT for the three (3) person parks maintenance crew has not been approved. Funding for compensation for work to be performed under this AGREEMENT for the three (3) person parks maintenance crew is anticipated to be available for the Fiscal Year 2014 starting October 1, 2013.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONTRACTOR for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Contractor

1. General: CONTRACTOR will serve as CITY'S professional right of way maintenance service provider under this AGREEMENT, providing professional right of way maintenance and furnishing customary services incidental thereto. The CONTRACTOR shall perform the work described in this AGREEMENT as directed by the City Director of Community Services or their designee.

2. Standard of Care: The standard of care applicable to the CONTRACTOR's services will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time said services are performed. The CONTRACTOR will perform any services not meeting this standard without additional compensation.

3. Contractor's Personnel at the Work Site: The presence or duties of the CONTRACTOR's personnel at a work site, where a contractor is other than _____, whether as onsite representatives or otherwise, do not make the CONTRACTOR or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONTRACTOR and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except CONTRACTOR's own personnel.

4. The CONTRACTOR's crews shall always perform their duties in a professional manner and appearance. The CONTRACTOR shall meet or exceed all OHSA and MOT safety standard, codes, regulation

a. The CONTRACTOR shall provide certified MOT and OHSA staff on both crews at all times

b. The CONTRACTOR is responsible to notify city staff about lane closer road closer and work areas that may affect vehicle traffic and or pedestrian traffic.

c. The CONTRACTOR'S crews shall always perform their duties in a safe manner taking special care to be aware of their surroundings and any potential safety

hazards that could cause harm to persons or personal property resulting from the CONTRACTOR's work.

d. The CONTRACTOR shall maintain a safety training program that meets all Federal, State and Local Laws and Ordinances

e. Damages: The CONTRACTOR shall report any damages to City property or private property caused during the course of work to the City Community Services Director immediately. The CONTRACTOR shall be responsible for any damages to City property or private property caused by the CONTRACTOR, the CONTRACTOR's employees or its' agents during the performance of work under this AGREEMENT.

5. Disposal of Debris

a. The CONTRACTOR will establish an account at the City Transfer Station for debris disposal. All waste and debris removed during ROW maintenance activities for the City will be disposed of under this account at no charge to the CONTRACTOR.

b. The CONTRACTOR will provide a daily report and copy of receipts of amounts dumped to the City Of Key West.

6. Care of Equipment

a. The CONTRACTOR must ensure that all equipment used meets or exceed OHSA federal, state, and local standards, law, rules, codes and regulation.

b. The CONTRACTOR shall acquire and maintain, in good working order and appearance, all the necessary machinery and equipment to perform under this AGREEMENT in a safe and efficient manner.

7. Contractor's Insurance

risk managers

BEN FEW & COMPANY, INC.

Memo

To: _____

From: Ben Few III, ARM, ARM-P, AAI

Date:

Subject: Vendor Insurance Requirements for the City of Key West, Florida

All Vendors and subVendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal & Advertising Injury $300,000 Fire Damage / Legal
Coverage must include the following: - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury	- Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Vendors (if any part of the work is to be subcontracted out)
Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability (If applicable)	$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	$_,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's or subVendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Vendor or subVendor.

Article 5. Obligations of the City

1. Authorization to Proceed: Authorization to proceed will be considered to be given upon written "Notice to Proceed" by the CITY to the CONTRACTOR and as directed by the CITY Community Services Director.

2. Access to Facilities and Property: The CITY will make its facilities accessible to CONTRACTOR as required for CONTRACTOR's performance of its services. CITY will perform, at no cost to CONTRACTOR, such tests of equipment, machinery, pipelines, and other components of the CITY'S facilities as may be required in connection with CONTRACTOR's services, unless otherwise agreed to. The CITY will be responsible for all acts of CITY'S personnel.

3. Prompt Notice**:** The CITY will give prompt written notice to CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's services, or any defect in the work of the CONTRACTOR.

4. Litigation Assistance: The Scope of Services does not include costs of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONTRACTOR by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed in a separate agreement, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONTRACTOR's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

1. Agreement Period: The duration of the AGREEMENT shall be five (5) years commencing from the date this AGREEMENT was entered.

2. Reuse of Project Documents: Reports, drawings, specifications, documents and other deliverables of the CONTRACTOR, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONTRACTOR will be at the CITY's sole risk. The CITY agrees to indemnify and defend the CONTRACTOR and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

3. Force Majeure

A. The CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONTRACTOR.

B. In the event of a delay that results in additional costs to the CONTRACTOR, an appropriate increase in compensation and schedule will be authorized in writing.

4. Termination

a. This agreement may be terminated at any time, with or without cause, by the CITY upon sixty (60) days written notice to the CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Director of Community Services of the City of Key West. This agreement may also be terminated at any time, with or without cause, by the CONTRACTOR upon ninety (90) days written notice to the CITY.

b. On termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

5. Suspension, Delay, or Interruption Of Work

a. The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. An equitable adjustment in the work schedule and CONTRACTOR's compensation will be made as agreed to by both parties.

b. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6. **Third Party Beneficiaries**

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the work.

B. All work products will be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONTRACTOR. Any unauthorized assignment of related work product shall be void and unenforceable.

7. Indemnification

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the 'indemnitees") from liabilities, damage, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONTRACTOR's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR under worker's compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

8. Assignment:
CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

9. Jurisdiction
The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

10. Severability and Survival
If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

11. Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the Contractor continues to perform, Owner shall continue to make payments in accordance with this AGREEMENT.

Article 7. Schedules, Attachments and Signatures
This AGREEMENT, including its Schedules, Attachments "A" and "B" and Right of Way Maintenance ITB #13-010, Attachment "F" constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

Attachment F

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES, to the extent of the Bid made by the Contractor, dated this _____ day of _____ 2013, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SCOPE OF WORK, which consists of RIGHT OF WAY MAINTENANCE SERVICES are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make one monthly payment in the manner and at the times provided in the Contract Documents.

The Contractor agrees that the Contract period shall be for five (5) years. The Contract shall begin on the date that this Contract was entered into.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____day of _____2013.

Attest: By:

_____ _____

Cheryl Smith, City Clerk Bogdan Vitas, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

NOTICE TO PROCEED

Date Project No: ITB #13-010

Company.
Attention:
Street
City, State, Zip

Project: RIGHT OF WAY MAINTENANCE SERVICES

You are hereby notified to commence work on _____, 2013 in accordance with the Contract made with the City of Key West CITY on the _____ day of _____ 2013.

Sincerely,

_____
Rodrigo G. Delostrinos Jr.
Deputy Director of Community Services
City of Key West

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the_____ day of _____, 2013.

CONTRACTOR: _____

By: _____

Title: _____ Date: _____

Please return one (1) copy of this notice to:

Rod Delostrinos
Community Services
P.O. Box 1409
Key West, FL 33041

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

a. The enclosed Bid Response Form is to be used, other forms may be rejected.
b. All information required by the Bid form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
c. Bid delivery time must be shown and shall include Sundays and holidays.
d. Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
e. All bids shall be submitted in two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bid
f. Bidders are advised that all CITY contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
b. Bids must be submitted on the form furnished. Telecopy bids will not be considered.
c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

4. REJECTION OF BIDS:

a. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in his/her bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS:

a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
b. Bids may be withdrawn prior to the time set for bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

a. Bids and modifications received after the time set for the bid opening will not be considered.
b. Modifications in writing received prior to the time set for the bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
2. Minority Business Enterprises (MBE), as applicable to this contract.
3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

a. The proposer by affixing his/her signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

10. APPROPRIATIONS CLAUSE:

a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

a. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Finance Director on or before five calendar (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the Bid must be filed in writing with the Finance Director on or before five calendar (5) days prior to the scheduled opening.

12. DISCOUNTS:

a. Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.

b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or form the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

a. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Request for Proposal, is most advantageous to the City, prices and other factors considered.
b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his/her bid by specified limitations as provided in 4 (4).
c. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

a. Pursuant to City Code 2-798 (b) the City of Key West policy of local business enterprise preference is applied to bids submitted by qualified local businesses.

15. DAMAGE:

a. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed.

17. INSURANCE REQUIREMENTS:

VENDOR Insurance/Indemnity Language

Insurance

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **VENDOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate (Per Project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	$_,000,000	Occurrence/Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies – excepting Professional Liability, if required - on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING a "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **VENDOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **VENDOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **VENDOR** who is performing any labor, services, or material under the Contract. Further, **VENDOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000

Bodily Injury by Disease Policy Limit $1,000,000

If the work is being done on or near a navigable waterway, **VENDOR's** Workers' Compensation policy shall be endorsed to provide **USL&H** Act **(WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **VENDOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **VENDOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **VENDOR.**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vendor Sample

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR	X	X				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X **UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$,000,000
	DED X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A	X				E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
	Professional Liability (if applicable)						**Per Claim**	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

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18. SURETY AND INSURER QUALIFICATIONS

a. All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company, having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

PART 4
SCOPE OF WORK

SCOPE OF WORK

GENERAL

The City of Key West is in need of a company to perform daily Right of Way (ROW) maintenance for City streets, easements, alleys, sidewalks, and Parks as directed by the Community Service Director or his designee.

The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned of City Sidewalks, Streets, Curbs & Gutters, and Parks in order to maintain a well groomed neat and clean appearance as determined by the City; High Pressure cleaning of the City Sidewalks, Street Furniture, Curbs & Gutters, and Roadways with appropriate equipment in order to maintain a well groomed neat and clean appearance free of stains, oils, gum, and other substances as determined by the City. The City will provide the selected contractor with a disposal account at the City Transfer Station and the City will waive any tipping and disposal fees related to waste generated by the contractor performing maintenance. The City requests sidewalk cleaning and parks maintenance be listed under the separate tabs provided.

A. Provide three (3) full time employees along with one (1) professional onsite full time supervisor and all equipment necessary to perform maintenance on City streets, easements, alleys, and sidewalks as directed for a period of eight (8) hours daily, five (5) days a week. All work must start no earlier than 7:00 a.m. during the week and end no later than 7:00 p.m. No weekend work is allowed unless authorized by the City. The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned in order to maintain a well groomed neat and clean appearance as determined by the City. SEE CONTRACTOR AREA OF RESPONSIBILITY MAP.

B. Provide two (2) full time employees and all equipment necessary to perform high pressure cleaning services and gum removal for City streets, sidewalks and street furniture. Crew must wash at least one (1) City block, both sides, daily minimum leaving all sidewalks, curbs and street furniture (Light poles, Trash cans inside and outside, bollards, signs, benches, etc.) in a clean state as determined by the City. Sidewalks and gutters are to be free of stains, oils and gum. Other areas may as be assigned. This work will be performed for a period of eight (8) hours daily, five (5) days a week. In order to lessen the impact on business activity in area, working hours are from 5:00 a.m. to 2:00 p.m. daily. No weekend work is allowed unless authorized by the City. Equipment should be at capable of at least delivering 7 GPM, 4000 PSI with a hot steam temperature range of 100-250°F allowing for at least 2 simultaneous users with a pump

type chemical injector. The equipment must have commercial guns/lances and surface cleaners. The reservoir tank must hold at least 500 gallons.

C. Provide three (3) full time employees and all equipment necessary to perform maintenance in City Parks, recreation areas, and other areas as directed for a period of eight (8) hours daily, five (5) days a week. All work must start no earlier than 7:00 a.m. during the week and end no later than 7:00 p.m. No weekend work is allowed unless authorized by the City. The required services include but are not limited to: Pruning, Trimming, Tree Removal, Weeding, Weed Eating, Mowing, Edging, Litter Removal, Debris Removal, Sweeping, application of weed control chemicals, and other landscaping duties as assigned in order to maintain a well groomed neat and clean appearance as determined by the City. Parks and recreation areas include but are not limited to Clayton Sterling Complex - Northside Dr. and Kennedy Dr.; Rosa Hernandez Softball Field - Northside Dr. and Kennedy Dr.; Wickers Sports Complex - Flagler Ave. and Kennedy Dr.; Bill Butler Park - Poorhouse Lane; Cozumel Park - 19th Street and Donald Ave.; Little Hamaca Park - Government Road; Smathers Beach - South Roosevelt Blvd. Dog Beach – Vernon Street; Spottswood Park – Seminole Street; Simonton Street Beach - 0 Simonton Street; Rest Beach/C.B. Harvey Park - Atlantic Blvd.; Sonny McCoy Indigenous Park - White Street/Atlantic Blvd.; Bayview Park - Truman Ave and Jose Marti Dr.; Riggs Wildlife Refuge/Bridle Path - South Roosevelt Blvd.; Truman Annex Park-Southard Street

Selected bidder or authorized representative will meet on a weekly basis with the City of Key West to establish ROW, pressure washing/cleaning, and park maintenance schedules and locations to be cleaned for the coming week. The City of Key West reserves the right to used city staff of equal numbers to set minimum base line for ROW maintenance schedule. The City of Key West reserves the right to establish an inspection program to ensure quality and performance of work.

On a weekly basis, the selected bidder will provide the City with a report of the daily total of linear feet and locations of right of way that was properly maintained. Digital photos showing a sample of the work completed shall be included in the report. This report will also be submitted with the Contractor's monthly request for payment; Report will be in digital and written format approved by the City of Key West Community Services Department

On days that weather prevents regular right of way maintenance, the Contractor will assist the City Community Services Department clearing storm drains in low lying areas to help prevent flooding. The Contractor will be compensated at the same rate as right of way maintenance and will be required to report the number and location of drains cleared each day with the Contractor's monthly request for payment; Report will be in digital and written format approved by the City of Key West Community Services Department.

Selected bidder's employees working in areas where workers and transportation modes may compete for common or adjacent space must have valid Maintenance of Training certifications in accordance with Florida Department of Transportation standards.

Selected bidder's employees must also possess a valid and appropriate Florida Department of Agriculture and Consumer Services issued pesticide applicator license in order to dispense required herbicides and pesticides on City property. Anyone using or supervising the use of restricted use pesticides on agricultural or related sites in Florida needs a restricted use pesticide license.

Provide a daily email to City of Key West Staff notifying them of ROW, Parks and Pressure Washing crew work schedules for that day

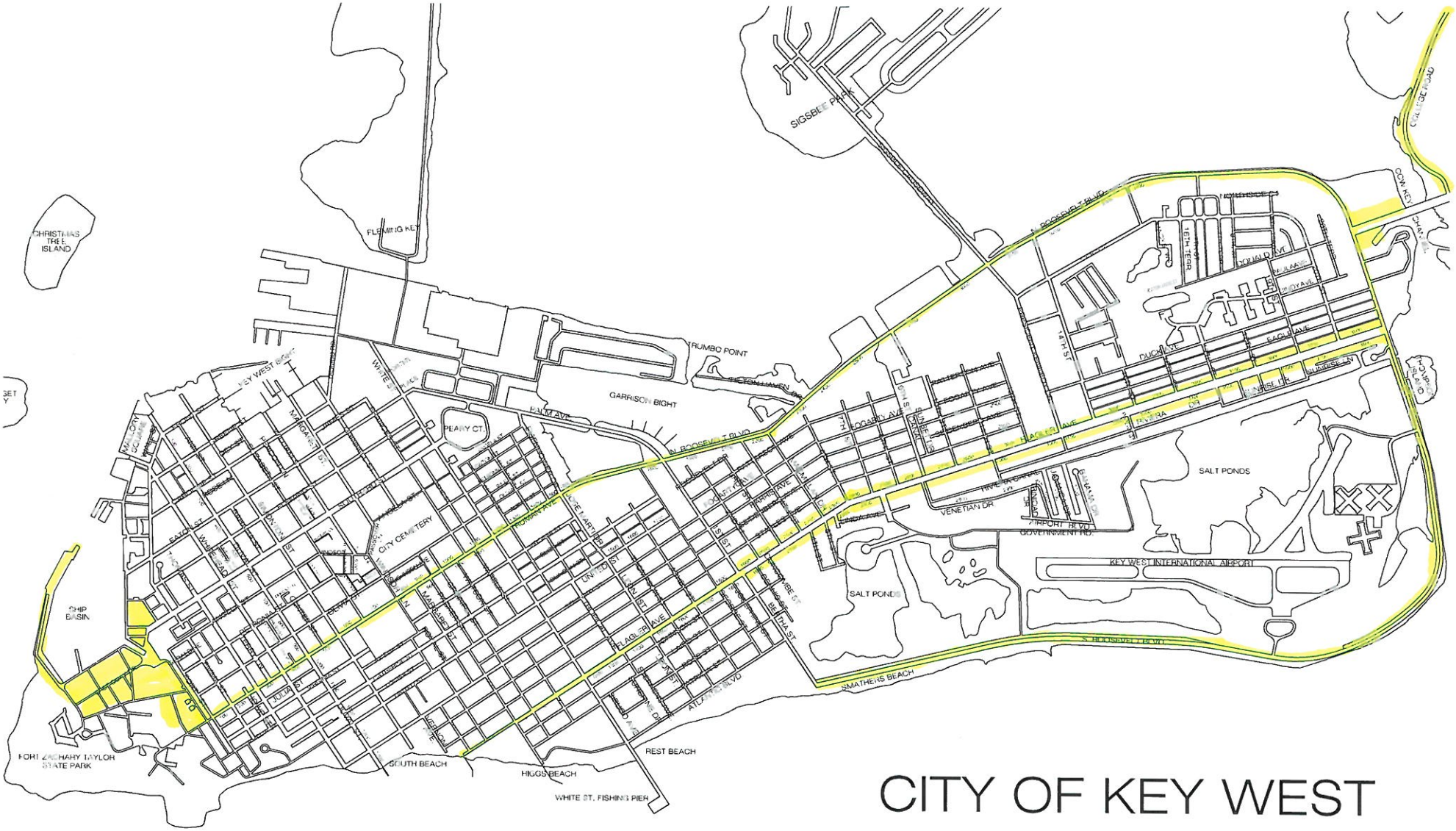
PERIOD OF CONTRACT

Contract period shall be for five (5) years with the City.

PAYMENT

Seller shall submit a monthly invoice to the City of Key West, P.O. Box 1409, Key West, Florida 33041-1409. The City of Key West complies with the State of Florida Prompt Payment Act and will normally provide for payment of such invoices within 30 days of receipt, for such deliveries as have been received and stated on the invoice.

CONTRACTOR



CITY OF KEY WEST