



RFP NUMBER 19/20-6

CEMETERY LAWN CARE SERVICES

**CITY OF LYNN HAVEN
825 OHIO AVENUE
LYNN HAVEN, FL 32444
PHONE: (850) 265-7520
FAX: (850) 265-8931**

Bid Opening Date: August 17, 2020

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Published two (2) times in a newspaper of general circulation published in Bay County, Florida.

INVITATION TO BID

Pursuant to the City Code, the City of Lynn Haven invites sealed bids for Cemetery Lawn Care Services. A copy of RFP Number 19/20-6 with General Information for Request for Proposals and Specifications may be obtained online under the doing business tab of the City's website, cityoflynnhaven.com. Sealed bids will be accepted until 2:00 P.M. CST, August 17, 2020, at the Customer Service Center drive through at 825 Ohio Avenue, Lynn Haven, FL, 32444 or by mail and then referenced to the City staff for legal, administrative and technical sufficiency prior to the award of bid by the City. Any bid received after 2:00 P.M. CST on the specified date will be returned unopened.

RFP NUMBER 19/20-6
CEMETERY LAWN CARE SERVICES
BID OPENING August 17, 2020 AT 2:00 PM, CST

The City of Lynn Haven, Florida (hereinafter known as “the City”) is soliciting proposals from interested and qualified firms experienced in providing cemetery and lawn care services at various City locations in accordance with the Purchasing Policies of the City. The intent is to obtain the most advantageous cemetery and lawn care service for the City with cost and other factors being considered. Companies must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

PART I GENERAL INFORMATION

1.1. PURPOSE

The City of Lynn Haven is seeking qualified firms to provide cemetery and lawn care service at various City locations and to establish a firm fixed price to ensure that the City is receiving the most economical cemetery and lawn care service costs at all times while maximizing the quality and level of service.

1.2. OBJECTIVE

The primary objective of the Request for Proposals (RFP) is the selection and ranking of the most qualified and experienced proposer to provide cemetery and lawn care services.

1.3. ISSUING OFFICE

The contracting agency shall be the City of Lynn Haven, 825 Ohio Avenue, Lynn Haven, FL 32444.

1.4. ADVERTISING

Pursuant to City Code, the City shall advertise in a newspaper or general circulation published within Bay County inviting sealed bids for goods or services in excess of \$35,000. A copy of the advertisement is incorporated into this Request for Proposal process. Further copies of the advertisement and specifications may be provided to known and recognized vendors capable of providing the materials and services unique to the bid process.

1.5. REJECTION

The City reserves the right to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project from the most responsive and responsible proposer.

A. The City may reject bids if:

- The Proposer mistakes or conceals any material fact in the bid, or if,
- The bid does not strictly conform to the law or requirements of the bid; or if,
- The bid is conditional, except that the Proposer may qualify his/her bid for acceptance by the City on an “all or none” basis, or a “low term” basis. An “all or none” basis must include all items upon which bids are invited.

B. 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 the bid has been qualified as provided in 1.5.A above.

C. The City reserves the right to waive any minor irregularity, technicality, or omission if the City determines that doing so will serve the City’s best interests. The city may reject any response not submitted in the manner specified by the solicitation documents.

- D. The City reserves the right to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.
- E. The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.
- F. Proposals will not be considered from vendors who are currently involved in official reorganization or bankruptcy proceedings.

1.6. Local, State and Federal Compliance Requirements

Proposers shall comply with local, state, and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this RFP and subsequent contract(s).
- B. Minority Business Enterprise (MBE), as applicable to this RFP and subsequent contract(s).
- C. Occupational Safety and Health Act (OSHA), as applicable to this RFP and subsequent contract(s).

1.7. Variance in Conditions

Any and all Special Conditions and Specifications hereto which vary from the General Conditions shall have precedence.

1.8. INQUIRIES AND ADDENDA

No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Purchasing Department.

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 RFP, if made, will be made only by addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of contract.

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to vgainer@cityoflynnhaven.com, by 4:30 P.M. Monday August 10, 2020.

Vickie Gainer
City of Lynn Haven
825 Ohio Avenue
Lynn Haven, FL 32444

(850) 265-2121 ext. 112

The Purchasing Department may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

1.9. MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference may be held if deemed necessary. The Purchasing Department will notify each bidder if applicable.

1.10. DELIVERY OF PROPOSAL

Offers by telephone shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Purchasing Department. The time and date for receipt of proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly and the names of proposer read aloud.

1.10. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the time set for bid opening. Such requests must be in writing and mailed or hand delivered to the address rendered herein.

1.11. LATE PROPOSALS OR MODIFICATIONS

A. Proposals 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 bid opening will be accepted and considered.

1.12. PROPOSER RESPONSIBILITIES

The selected proposer shall be required to assume responsibility for all services offered in his proposal. The selected proposer shall be the sole point of contact with regard to contractual matters including payments and work product resulting from the contract.

1.13. DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

All information submitted in response to this RFP shall become part of the final contract between the City and the Proposer.

1.14. METHOD OF PAYMENT

Payment shall be made within 30 days after satisfactory delivery of services and submission of a valid invoice to the City of Lynn Haven, Accounts Payable, 825 Ohio Avenue, Lynn Haven, FL 32444. Partial billing will not be accepted.

1.15. COLLUSION

The proposer, by affixing his/her signature to the bid form agrees to the following: "Proposer 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".

1.16. APPROPRIATIONS CLAUSE

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

1.17. PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction of 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. Execution and submittal of the Public Entity Crimes Statement shall accompany the Bid Form.

1.18. DISCRIMINATION CLAUSE

The proposer shall not discriminate against any person because of race, color, national origin, age, sex or religion. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.19. PUBLIC RECORDS

To the extent required by law the proposer shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specially including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of the bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with information technology systems of the City.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, THE CITY MANAGER, AT 850-265-2121, vgainer@cityoflynnhaven.com, 825 Ohio Avenue, Lynn Haven, FL, 32444

1.18. ILLEGAL ALIEN LABOR

Proposer shall comply with all provisions of the federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States.

1.19. CERTIFICATES OF INSURANCE REQUIRED

Award of a contract shall require general liability insurance in the amount of \$1,000,000 with \$2,000,000 aggregate limit, automobile liability insurance in the amount of \$1,000,000, workers' compensation insurance in the amount of \$1,000,000. Certificates of insurance shall be made payable to the City of Lynn Haven and delivered upon execution of a Cemetery and Lawn Care Service contract.

1.20. INDEMNIFICATION

To the maximum extent permitted by Florida law, Proposers shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Bid, any Agreement resulting from this Bid, or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer or anyone employed or utilized by the Proposer in the performance of this Bid, any Agreement resulting from this bid, or any of the Contract Documents.

Proposers obligation to indemnify and hold harmless shall survive the expiration or earlier termination of this Bid, any Agreement resulting from this Bid, or the Contract Documents until it determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is full and finally barred by the applicable statute of limitations.

1.21. TERMINATION FOR CAUSE OR CONVENIENCE

The City may terminate the contract resulting from this bid for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U.S. Mail – Certified Mail – Return Receipt Requested. Upon termination, the Contractor shall promptly deliver to the City all data, drawings, report specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

- **Termination for Convenience.** The City may terminate the contract resulting from this bid at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.
- **Termination of Cause.** If the Contractor fails to comply with any of the terms and conditions of the contract resulting from this bid, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by the City by reason or the Contractor's failure to comply with the contract.
 - Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time the amount of damages due to the City from the Contractor is determined.

Failure of the Contractor to comply with these provisions shall constitute grounds for the City to immediately terminate the Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contract for one year from the date the City notifies the Contractor of such non-compliance.

1.22. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.23. **PROJECTED TIMELINE** – (Dates are subject to change)

| | |
|--|-----------------------------------|
| Distribution/advertisement of RFP | August 1, 2020 and August 5, 2020 |
| Mandatory Pre-Bid Conference | TBD |
| RFP Responses Due | August 17, 2020 |
| Oral Presentations (if required by the City) | N/A |
| Commission to approve award of contract | August 25, 2020 |

PART II INFORMATION REQUIRED FROM PROPOSERS

2.1. **PROPOSAL FORMAT AND CONTENT**

All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left hand corner** with all pages 8.5" x 11". Please do not submit hard covered binders.

One (1) original and five (5) copies and one (1) digital copy in USB or CD form of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration. The original shall be clearly marked as "Original".

Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City of Lynn Haven, Attention: Purchasing Agent, Department of Administration and Support Services, 825 Ohio Avenue, Lynn Haven, Florida 32444, or hand delivered.

Proposals shall be sealed and labeled as follows:

RFP No. 19/20-6
Date and Time of Opening – August 17, 2020 – 2:00 PM CST
Cemetery Lawn Care Services
Name and Address of Proposer

All proposers shall provide a straight forward and concise description of their ability to meet the RFP requirements. The City discourages overly lengthy and costly proposals. However, in order for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested in the following order, **each section organized with tabs.**

2.2. **BID FORM**

Each proposer must complete and submit the Bid Form included herein. The price will be evaluated on the rates submitted. Rates shall include all equipment, labor, materials, freight, required insurance, overhead, profit, etc. to cover the finished product. No taxes will be added to the rates quoted.

All information required by the bid forms shall be furnished. The proposer shall print or type his/her name and manually sign the bid proposal form and each continuation sheet on which an entry is made.

Use additional page(s) to list fees associated with other services your firm offers that you feel may be beneficial to the City.

Any deviation from this RFP will be considered non-responsive.

2.3. **EXPERIENCE AND HISTORY**

Provide a description and history of the firm focusing on experience.

State the number of years the company has been in business.

Demonstrate the firm's current capacity and current expertise with cemetery and lawn care services.

Provide at least five (5) references for which comparable services have been provided, including contact names, addresses, telephone numbers, and e-mail addresses.

2.4. PERSONNEL AND EQUIPMENT

The respondent must be able to provide sufficient staff to meet the RFP requirements.

Contractor personnel must be recognizable as such while in City facilities. This will be accomplished by wearing company shirts or badges showing the name of the lawn care service company for which they are employed. Provide a statement on type of identification your company utilizes.

Provide a statement in assurance that all personnel are trained, honest, and courteous in support of all services rendered to the City.

Identify dedicated management, administrative support staff, and in-house employees. Provide an organizational chart, resumes and summary of key staff qualifications.

Identify number of full-time hourly employees employed by the business currently.

Identify number of part-time hourly employees employed by the business currently.

Explain the type of training that is provided to the employees prior to placing them on the job assignment.

Contractor must furnish all required lawn care equipment and tools to maintain the lawns, flower beds, and cemetery lawn care at various City locations. Lawn care maintenance shall consist of litter pickup, mowing, trimming, weed eating, edging, pruning shrubs, weed control, and cleaning up/off accumulated debris on sidewalks/parking lots and cemetery occupied spaces/fence lines. Provide a list and description of current equipment and tools that will be used to provide the lawn care maintenance.

Provide a statement as to whether or not the proposer typically hires other individuals or subcontracts with other firms and provide a statement as to what type of situation would dictate this action. Any use of subcontractors must have prior approval by the City.

2.5. QUALITY ASSURANCE

Proposers must describe how it verifies that staff adequately performs work for delivery of the service(s) described under this RFP. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented.

2.6. RESPONSIVENESS TO RFP

Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.

Proposals shall include the complete name and address of their firm and the name, mailing address, e-mail address, and telephone number of the person the City should contact regarding the proposal.

Proposers shall confirm that the firm will comply with all of the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Proposers shall provide a sample invoice with their bid.

2.7. INSURANCE AND LICENSING

Include in your proposal the following statements:

A. Municipal license and State registration - The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Bay County, the City of Lynn Haven, or the State of Florida. Proposer must provide a statement with the understanding if the proposer is awarded the contract that they must

provide a copy of their Business License/tax receipt within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

B. Workers' Compensation – The proposer shall purchase and maintain worker's compensation insurance for all workers' compensation obligation imposed by state law and employers' liability limits of at least \$1,000,000 each accident. Proposer must provide a statement with the understanding if the proposer is awarded the contract that they must provide proof of workers' compensation insurance coverage within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.** If requested by the City, contractor shall provide to the City an Affidavit stating that it meets all the requirements of Florida Statue 440.02 (15) (d).

○ **Workers' Compensation Insurance Coverage:**

| | |
|-------------|-----------------------------|
| \$1,000,000 | Limit Each Accident |
| \$1,000,000 | Limit Disease Aggregate |
| \$1,000,000 | Limit Disease Each Employee |

C. Commercial General Liability – The proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$1,000,000, per occurrence, with a \$2,000,000 aggregate. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of commercial general liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time from will disqualify proposer.**

○ **Commercial General Liability**

| | |
|--|--|
| Bodily Injury, Property Damage & Personal Injury Liability | \$1,000,000 Combined Single Limit Each Occurrence, and |
| | \$2,000,000 Aggregate Limit |

D. Business Automobile Liability – The proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent. Proposer must provide statement with the understanding if the proposer is awarded the contract that they must provide proof of automobile liability insurance within 48 hours after the notification of the intent to award contract. **Failure to produce these documents within the allotted time frame will disqualify proposer.**

○ **Business Automobile Liability Coverage**

| | |
|---------------------------------|---|
| Bodily Injury & Property Damage | \$1,000,000 Combined Single Limit Each Occurrence |
|---------------------------------|---|

2.8. **REQUIRED FORMS**

The following forms must be included in your proposal:

- Signed and completed Bid Form
- Signed and completed Drug-Free Work Place Form
- Signed and completed Public Entity Crime Statement
- Signed and completed Anti-Collusion Statement
- Signed and completed Conflict of Interest Statement

PART III CRITERIA FOR SELECTION

The proposals shall be selected using the following criteria. The City reserves the right to request an interview with the proposer.

1. Price (40 points)
2. Experience and History of Firm (20 points)
3. Personnel and Equipment (25 points)
4. Quality Assurance (10 points)
5. Responsiveness to RFP (5 points)

Proposals shall be reviewed by a selection committee using the above criteria. The scores for each proposer will be tallied by each selection committee member who will then submit their rank ordered recommendations from highest to lowest score as 1st, 2nd, 3rd, etc. The firm with the most first place standings will be considered as the most qualified. In the event that two firms tie, the firm with the highest total score will prevail.

PART IV SCOPE OF WORK

4.1 INTENT

The City of Lynn Haven is seeking qualified firms to provide cemetery and lawn care services at various City locations and to establish a firm fixed price to ensure that the City is receiving the most economical cemetery and lawn care service costs at all times while maximizing the quality and level of service.

It is the intent of the City to enter into an agreement with the selected lawn care service company for a period of four (4) years. The agreement will include a one (1) one-year renewal option, that may be exercised if agreeable to the City. The option period, if exercised, shall be by vendor delivery to the City not less than four (4) months prior to the expiration of the contract term, vendors written notice of intent to renew.

4.2. SCOPE OF SERVICES

The City is seeking qualified lawn care companies to provide labor, material, services, skills, supervision and necessary tools and equipment to maintain the lawns and flower beds at the City parks, facilities, and cemeteries at the following locations:

| Location | Address | Times per week to be Serviced | |
|-------------------------------|-----------------------------|-------------------------------|-------------------|
| | | April - October | September - March |
| Mt Hope Cemetery | Hwy 389 | Once a week | N/A |
| Lynn Haven Community Cemetery | East 10 th Court | Once a week | N/A |

- A. The frequency of services shall as stated in the above table for the months of April through October. Those locations shall be serviced weekly throughout the specified months in the table.
- B. The City may, at its discretion, require the areas to be maintained on a particular day of the week each day, or to be postponed a day due to scheduled funeral services.
- C. Cemetery Lawn Care Services to include the following:
 - a. Litter pickup, mowing, trimming, weed eating, edging, cleanup of accumulated debris, and weed control around occupied spaces and fence lines.
 - b. All dead flower arrangements and those blown away from the grave sites shall be disposed of in garbage containers provided by the City.

- c. Fence lines shall be kept free of weeds and/or vines.
 - d. All monuments, coping and granite/concrete slabs shall be edged or trimmed with weed eater to keep free of grass/weeds.
 - e. All monuments shall be blown off, free and clear of all accumulated debris.
 - f. The inside area of coping that are filled with rocks shall be kept free of weed/grass.
 - g. Shrubs and hedges to be trimmed as needed to maintain proper appearance.
 - h. Contractor shall provide all personnel, equipment, tools, materials, supplies, trash can liners, supervision and all other items to provide lawn care service.
- D. Once a contract has been awarded, services shall be coordinated directly with the Department of Community Services by contacting them at 850-265-2121 ext. 151.
- E. The contractor must have the ability to start service as early as September 1, 2020.
- F. All areas serviced may be subject to call backs, when required, at no additional charge to the City. The City will determine this necessity as it relates to the quality of work performed during the originally scheduled visit.
- G. See **Appendix A** for aerial views and additional specifications for each location.

4.3. Definition of Services

Mowing: Periodic cutting of lawn grasses to a specified height.

Litter Pickup: The pickup of trash, such as paper, cans, and bottles, that is left lying in an open or public area.

Trimming: To cut grass and weeds in areas a mower cannot reach; such as walls, fences, trees, light pole, flower beds.

Edging: Refers to a vertical trim of the edges generally along curbing, sidewalks and/or driveways.

Weed Eating: The act of trimming weeds with a weed eater.

Pruning: Trim (shrubs or bushes) by cutting away dead or overgrown branches or stems.

Weed Control/Herbicide: The use of manual, mechanical or chemical means to discourage the growth of unwanted, fast growing and/or invasive plants.

DUNS Number _____

Florida State License Number _____

Federal Employer Identification Number _____

Bidder acknowledges receipt of the following Addendum:

No # _____ dated _____, 2020.

No # _____ dated _____, 2020.

No # _____ dated _____, 2020.

The following checklist is provided as a courtesy and may not be inclusive of all items required within this request for proposal.

| | | |
|---|-----|----|
| One original, five copies & digital copy of RFP | YES | NO |
| List of References | YES | NO |
| Sample Invoice | YES | NO |
| Statement of Proof liability insurance | YES | NO |
| Statement of Proof of worker's compensation insurance | YES | NO |
| Statement of Proof of automobile insurance | YES | NO |
| Statement of Municipal license & State Registration | YES | NO |
| Drug-Free Work Place Form | YES | NO |
| Public Entity Crimes Statement | YES | NO |
| Anti-Collusion Statement | YES | NO |
| Conflict of Interest Statement | YES | NO |

DATE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

=====

This form must be completed and returned with your proposal.

DRUG-FREE WORK PLACE FORM

RFP NUMBER 19/20-6 CEMETERY LAWN CARE SERVICES

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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 proposed 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.

Firm

Authorized Signature

Date

Printed Name and Title

This form must be completed and returned with your proposal.

PUBLIC ENTITY CRIME STATEMENT

**RFP NUMBER 19/20-6
CEMETERY AND LAWN CARE SERVICES**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Lynn Haven
(Print Name of the Public Entity)

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Company Submitting Sworn Statement)

whose business
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.)

2. 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 of 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 misrepresentation.
3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 provisions 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 20_____.

Personally known _____

(Notary Signature)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

This form must be completed and returned with your proposal.

ANTI-COLLUSION STATEMENT

**RFP NUMBER 19/20-6
CEMETERY LAWN CARE SERVICES**

The bidder by affixing his/her signature to this form 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".

Company: _____

Street Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person: _____

Contact e-mail address: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

This form must be completed and returned with your proposal.

CONFLICT OF INTEREST STATEMENT

RFP NUMBER 19/20-6 CEMETERY LAWN CARE SERVICES

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 _____.
2. The above named entity is submitting a bid for the City of Lynn Haven project described as: **CEMETERY LAWN CARE SERVICES**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals 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 restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one 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, management, or staff has a vested interest in any aspect of the City of Lynn Haven.
9. 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 Lynn Haven.
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 Lynn Haven in writing.

Dated this _____ day of _____, 20____.

(Affiant)

Typed Name of Affiant

Title

Sworn and subscribed before me this _____ day of _____, 20____.

Personally known _____

(Notary)

OR produced identification _____ Notary Public State of _____

(Type of Identification) My commission expires: _____

This form must be completed and returned with your proposal.

Exhibit A

Location/Specifications – Base Bid

Mount Hope Cemetery - Hwy 389

Work to include:

Mow grassed areas

Weed areas as necessary

Trim plants & shrubs

Edge concrete curbing and monuments

Weed control at occupied spaces & fence lines

Remove litter, accumulated debris & dead flower arrangements.



Lynn Haven Community Cemetery
East 10th Court

Work to include:
Mow grassed areas
Weed areas as necessary
Trim plants & shrubs
Edge concrete curbing and monuments
Weed control at occupied spaces & fence lines
Remove litter, accumulated debris & dead flower
arrangements.

