



THE COLLEGE OF THE FLORIDA KEYS

Invitation to Bid (ITB)

For

Landscaping Services

ITB 2023-03

ITB Due Date – May 15, 2023 - 3:00PM

Opening – May 16, 2023 - 1:00PM

Purchasing Department,
5901 College Rd.
Key West, FL 33040
(305)-809-3268,

To: All Bidders
From: Lucas Torres-Bull, Manager, Purchasing
Subject: ITB (Invitation to Bid) #2023-03
Bid Title: Landscaping Services

You are invited to submit a sealed bid subject to the terms, conditions, and specifications contained herein and are hereby made part of this invitation.

Sealed bids for ITB #2023-03 Landscaping Services for The College of the Florida Keys (CFK) will be received at the Purchasing Department, at The College of the Florida Keys, 5901 College Road, Key West, Florida 33040, no later than 3:00 PM Monday, May 15, 2023. Bids will be opened publicly Tuesday, May 16, 2023 at 1:00 PM in room A105.

Bids are to be received in sealed envelopes plainly marked, Landscaping Services #2023-03 and it must include the Bidder's name. An Invitation to Bid submittal, consisting of three (3) copies of the Bid Documents, as well as one (1) digital copy on a USB flash media in PDF format will be accepted until 3:00 PM on Monday, May 15, 2023, at the Purchasing Department, 5901 College Road, Key West, Florida 33040. Late or incomplete submissions will not be accepted.

Bidders are fully responsible for obtaining the complete solicitation, addenda (if applicable), notices of public meetings, and other information by visiting our website:

<https://www.cfk.edu/community-resources/bids-solicitations/> and <https://www.demandstar.com>

CFK reserves the right to reject all bids, not deemed in the best interest of CFK, or not in compliance with specifications. CFK reserves the right to waive any irregularities in said bids.

If you have any questions regarding this ITB, email Lucas Torres-Bull at purchasing@cfk.edu. Questions will be accepted until 1:00 PM, May 4, 2023. Should you require a fully accessible version of this document call or email Lucas Torres-Bull at (305)809-3268, purchasing@cfk.edu.

GENERAL CONDITIONS

1. Execution of Bid- Your bid must contain the signature of an authorized representative of your firm in the space provided on the last page of the quotation sheet.
2. Prices Quoted- Deduct trade and quantity discounts and quote firm net prices, F.O.B. The College of the Florida Keys, uncrated and installed, ready to use.
 - a. Taxes- Federal Excise and Florida State Taxes are not applicable and must not be included in your price. Exemption numbers will be shown on the purchase order.
 - b. Discounts- Bidders are urged to compute all discounts for prompt payment into the net price as mentioned above, with terms of payment to be net 30 days.
3. Special Conditions- Any conditions you may wish to make part of your bid should be submitted by separate letter with notes thereof on the quotation sheet in the space provided as "Exceptions".
4. Mistakes – Bidders are expected to examine the specifications, delivery schedule, and all other instructions pertaining to the equipment, supplies and/or services requested on this bid form; failure to do so will be at the Bidder's risk.
5. Conditions and Packaging- Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped as a result of this bid shall be new and in first-class condition. All containers shall be new and suitable for storage or reshipment and prices quoted include standard commercial packaging customary in the industry.
6. Underwriters Laboratories (UL)- All manufactured items and fabricated assemblies of electrically operated equipment shall carry UL approved or re-examination listing where such has been established for the type(s) of devices offered and furnished.
7. Samples- Samples of items, if required must be furnished free of expense and if not destroyed through testing will upon request be returned at the Bidder's expense. A request for the return of samples must be made within ten (10) days after the bid opening date. Each sample must be labeled with the Bidder's name, bid number, and item number.
8. Delivery- The Bidder is responsible for all deliveries.
9. Nonconformance to Specifications- Items furnished as a result of this bid and delivered to the purchaser must meet or exceed the specifications indicated on the quotations sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense. Items not delivered in accordance with specifications and/or general conditions of this bid concerning the quantity, quality, delivery schedules, etc., may be purchased on

the open market and any increase in cost over the bid price shall be the basis of a claim against the successful Bidder.

10. Awards- The District Board of Trustees of The College of the Florida Keys may, as the best interest of the institution dictates, waive any minor irregularity in bids received. The purchase order, when issued and furnished to the successful Bidder, shall result in a binding contract without further action by either party.
11. Additional Quantities- Additional quantities may be ordered at prices quoted in the bid response within ninety (90) days from the bid opening date unless the bid is qualified by the statement "Bid is For Specified Quantity Only".
12. Bid Opening- Bid opening shall be public, on the date and the time specified on the cover sheet. All bids received after that time shall be returned unopened.
13. Specifications information – If you require additional information, address your request to:

The College of the Florida Keys

Department of Purchasing

5901 College Road

Key West, FL 33040

Such information must be requested prior to the bid opening.

14. No Bid Response- The general conditions above are in addition to the instructions on the cover sheet. If you are not submitting a bid, please return the cover sheet marked: "No Bid" and explain your reason for not bidding. If no response is received, the College will assume you are not interested in future bidding.
15. Performance Standards- All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. The Bidder shall review plans and specifications with the job foreman to ensure a complete understanding of the project.
16. Insurance- The Bidder shall obtain and maintain during the life of the contract, workers' compensation insurance for all of their employees employed during installation at the site of the project. In case any work is sublet, the Bidder shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Bidder. In case

any class of employees engaged in hazardous work under this contract during installation at the site of the project is not protected under the Workers' Compensation Statute, the Bidder shall provide and shall cause such Subcontractor to provide adequate coverage for the protection of their employees not otherwise protected.

17. Responsibility of Bidder- The Bidder shall be responsible for securing all necessary licenses and permits and shall comply in all ways with state and local codes.
18. Conflict of Interest- The bid is subject to the provision of Chapter 112, Florida Statutes. All Bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by The College of the Florida Keys. Further, all Bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly an interest of five percent (5%) more in the Bidder's firm or any of its branches.
19. Attorney's Fees- In the event, the Bidder breaches this contract or the specifications, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the Bidder shall pay all costs for such legal action or collection, including a reasonable attorney's fee.
20. Disqualification- The College reserves the right to disqualify bids, before or after opening, upon evidence that the Bidder is not qualified by experience, is not in a position to do the work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.
21. Identical Tie Bids- Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal concerning price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.
22. Bid Protest Procedures- Bid tabulations with recommended awards will be posted for review by interested parties and will remain posted for a period of 72 hours. A written notice of protest must be filled with the Purchasing Department within 72 hours (Saturdays, Sundays, and Legal holidays excluded) after the posting of the recommended award. The protesting Bidder shall file a formal written protest within ten (10) days of filing the notice of protest. Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

23. Payment shall be made on a schedule mutually agreed upon between the parties. The Bidder shall be paid upon submission of properly certified invoices to The College of the Florida Keys at the prices stipulated on the Invitation to Bid, at the time the order is placed, after services/goods are rendered. Failure to follow these instructions may result in a delay in processing invoices for payment.
24. Any purchase order entered into under this solicitation will provide that the awarded Bidder may not use funds from grants and aid appropriations to lobby the Legislature or a state agency.
25. Use by one party of the other's name, logo, or other copyrighted material will be subject to the express written permission of the holder thereof.
26. The College of the Florida Keys shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of any contract entered into under this Invitation to Bid (ITB).
27. In submitting a response, the Bidder certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
28. Any Bidder or Subcontractor who is awarded a contract by the College must comply with F.S. 775.21 relative to the registration of any employee who is a convicted sexual offender or predator.
29. The Bidders shall abide by the College's policy which prohibits the manufacture, distribution, dispensation, possession, or use of a controlled substance or the unlawful possession and unlawful use of alcohol on its campus or other College-owned or controlled property, or as a part of any of its activities. Furthermore, Florida Statutes, Chapter 893-147 prohibit the use, possession, manufacture, delivery, or advertisement of drug paraphernalia.
30. The College of the Florida Keys intends to make a single award from the ITB#2022-03.
31. All Bidders must complete all forms in Appendix A and include the completed forms in their respective bid packets.
32. Addenda - Any addenda issued before the opening of the ITB to change the specifications of this ITB or related documents, or clarify the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to the Bidder at

the office of The College of the Florida Keys Purchasing Department and posted on The College of the Florida Keys website at <https://www.cfk.edu/community-resources/bids-solicitations/>, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The College of Florida Keys Purchasing Manager emails addenda to all known prospective bidders, but no guarantee can be made that the addendum will be received.

33. License- In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing construction services shall be licensed in the State of Florida for that activity. This license requirement includes general and subcontractors. The successful bidder shall be required to submit a list of all subcontractors to be involved in the project with applicable license numbers, including a photographic copy of current license certificates. Submittal of proof of license shall be made with and as part of, the signed contract. The Bidder shall submit proof of licensure with the Bid Packet. Failure to submit the required proof of license shall cause the College of the Florida Keys to reject the bid as non-responsive and award the bid to the second lowest qualified bidder.
34. Security- The Bidder shall be responsible for maintaining security, and the Bidder shall be responsible for the replacement or repair of items and/or equipment stolen, lost, or damaged while the building security is under the care of the Bidder. The Bidder shall be responsible for having a job superintendent present whenever work is in progress. The Bidder shall not change superintendent without the Owner's approval.
35. Warranty- The warranty herein guarantees the proper operation of all structures, components, and systems constructed or installed by the Bidder for one year after the date of substantial completion.
If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the College is rendered necessary as the result of the use of materials, equipment, or workmanship which are defective or inferior or not in accordance with the terms of the Contract, the Bidder shall, promptly upon receipt of notice from the College, and without expense to the College, proceed to:
Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the College are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance

with the terms of the Contract, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

36. Indemnification- To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this agreement, provided that same is caused by the negligence, recklessness, or intentionally wrongful conduct of the firm or other person used by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College outlined in Section 768.28, Florida Statutes.

37. Changes in Work- Maximum percentages of overhead and profit which may be added by the Bidder to actual costs of such changes in the work are specifically set forth as follows:

For all work done by his/her/their organization, or subsidiaries of his/her/their organizations, including work traditionally considered as subcontractor work, the Bidder may add 15% of his/her/their actual costs for combined overhead and profit. For any work performed by a subcontractor or forces under the respective sub-subcontractor, including any subcontractors or persons not in the direct employ of the subcontractor, a total of 15% of the cost of the change, with 10% to be assigned to the subcontractor and any forces under him/her/their and the Bidder may add 5% of the cost above subcontractor's cost for his/her/their overhead and profit.

The above percentages shall be considered reasonable allowance for overhead and profit due to the Bidder. The Bidder shall submit receipts or other evidence showing his/her/their costs and his/her/their right to the payment claims. All changes in work shall be provided with a detailed cost breakdown indicating material and labor units for all work to be performed. In addition, the cost breakdown shall contain all current tax and labor burdens. The allowable amount of the material tax shall be 7.5% and for labor, the burden shall be 30%.

38. Employment of Unauthorized Aliens- EMPLOYMENT ELIGIBILITY/E-VERIFY COMPLIANCE. By entering into a contract with the College, the Bidder is obligated to comply with the provisions of Section 448.095, Florida Statute, "Employment Eligibility." Compliance with Section 448.095, Florida Statute, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired

employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor will provide appropriate evidence, upon request, of enrollment to the College and Vendor will maintain a copy of such subcontractor affidavits for the duration of its Purchase Order (PO) with the College. The vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Florida Statute. The College may unilaterally cancel this PO if the College has a good faith belief that the Vendor is not in compliance with Section 448.095, Florida Statute. This termination is not a breach of contract and may not be considered as such. The vendor will be liable for any additional costs or expenses incurred by the College because of such termination of a PO.

39. All Bidders awarded contracts that require contractors, workers, or subcontractors to perform services on College facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and subcontractors, including employees of sub-contractors, who provide or may provide services under this Invitation to Bid have completed all background screening requirements pursuant to the above referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

SCOPE OF WORK

PROJECT DESCRIPTION:

The College of the Florida Keys requests your bid for providing all labor and necessary support equipment for landscape maintenance services for the College's main campus in Key West and the Key Largo Center located in Key Largo. The term of this agreement will be based on CFK's fiscal year, July 1 through June 30.

The contract, deriving from this Invitation to Bid (ITB), shall not exceed five years. The term of any agreements based on this ITB will commence on July 1, 2023.

1. The contract, when awarded, will contain a cancellation clause, which will allow cancellation by either party, for cause, within thirty (30) days written notice.
2. Details relative to the contract requirements are available from the College's Director, Facilities 305-809-3184.
3. Responsibility for the College landscaping services rests with the Manager of Maintenance and Security Operations at each location. Therefore, all matters pertaining to the landscaping services should be directed to the Manager of Maintenance and Security Operations or his/her/their designate.
4. Bidder shall provide necessary equipment for the proper landscape maintenance of the College grounds.
5. The conduct of all personnel shall be guided by a set of standard written rules as agreed upon by the Bidder and the College and by such other special written instructions as may be agreed upon from time to time. Such rules and instructions are not to limit the responsibility of the Bidder for the proper conduct of all landscape maintenance personnel while on College property.
6. The Bidder is responsible for direct supervision of the landscape maintenance personnel. The supervisor or designee with the authority to act, shall always be available, to respond to emergency calls and at all reasonable times to report to and confer with the Director, Facilities
7. The landscape maintenance services at the Key West main campus and Upper Keys Center shall be performed by qualified, careful, and efficient employees in strictest conformity with the accepted practices and standards.
8. The Bidder agrees that, upon request of the College, the Bidder will remove from service at the College any of his/her/their employees who, in the opinion of the College

administration, is guilty of improper conduct or is not suitably qualified to perform the work assigned.

9. The Bidder shall provide all proper safeguards and shall assume all risks in performing the work for which he is legally responsible and agrees to furnish a Certificate of Insurance, prior to the award of the contract.
10. The Bidder is to furnish a minimum of three (3) references with the bid response. References will be checked prior to award. Poor performance ratings from the references or other customers of the Bidder may be cause for rejection of the Bidder's bid.
11. All bid proposals must include a breakdown for the estimated hours, number of staff, and estimated cost necessary by location to accomplish each of the following weekly and monthly tasks beginning July 1, 2023, through June 30, 2024.
 - a. Mowing height will be dictated by the grass type and variety. Generally, the grass will be kept cut at a height of 3" to 4" using equipment suited for the location, slope of terrain, and grass condition.
 - b. Edging shall be accomplished by mechanical means to all plant beds, tree rings, and all buildings, sidewalks, driveways, fences, and other surfaced areas bordered by grass.
 - c. Weed control will be maintained within the specified areas including sidewalks, lawns, shrubs and ground cover beds, planters, and areas covered with ornamental rocks.
 - d. Pruning of shrubs and ground cover plants shall be done on an as needed basis to prevent encroachment of passageways, sidewalks, streets, parking areas, and signs. Pruning shall be done to encourage an informal shape, fullness, and bloom, and to keep plants in healthy growing condition.
 - e. Tree and palm trimming shall be done to maintain trees in a healthy, growing condition and is limited to branches and/or brown fronds and seed heads less than 10 feet. All sucker growth will be removed as needed. Major trimming of trees 10 feet and over in height will be accomplished twice yearly, approximately every six months.
 - f. Plants and trees will be trimmed so that they do not touch the buildings and interfere with walkways and parking areas.
 - g. Removal of mature coconuts will occur when present with increased emphasis during hurricane season.
 - h. Removal of leaves and other organic debris from courtyards, sidewalks, and parking areas.

- i. All landscaping debris shall be removed from College property.
 - j. Removal landscaping debris and piles as collected by the College maintenance department between weekly visit shall also be removed.
12. Fertilization nutrients shall be applied according to the following criteria:
- a. All turf areas will be fertilized twice a year, approximately once every six months. A mixture of 24-5-11 should be applied at the rate of 5 lbs. per 1,000 sq. ft. each application.
 - b. Trees will be fertilized twice a year, approximately once every six months. A mix of 8-10-10 should be applied at the rate of 3 lbs. per tree each application.
 - c. Palms will be fertilized twice a year, approximately once every six months. A mixture of 10-5-8 palm fertilizer with a slow-release nitrogen and potassium should be applied at a rate of 3 lbs. per palm each application. Palms under 8 ft. should receive 2 lbs. per palm each application.
13. Pesticides will not be used unless plant damage is evident. Only pesticides that are considered environmentally safe will be used on the property of The College of the Florida Keys.
14. Mulching will be replenished once a year during winter months (November to February) and should be maintained at a depth of 3 inches.

Appendix A

(FORMS FOR SUBMISSION)

BID SUBMITTAL CHECKLIST

To assure that your bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your bid packet. Additional and/or supporting forms/items may be required under the terms of this ITB specifically for the Bidder. It is the Bidder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the bid packet.

Failure to complete and return the required forms/documentation in the bid packet submission may result in the bid being non-responsive and not considered for award.

- _____ Three (3) Copies of the Bid Proposal
- _____ One (1) Copy of the Bid Proposal Digital Copy USB flash media (PDF)
- _____ Acknowledgment and Contact Summary Form
- _____ Reference Form
- _____ Bid Price Sheet
- _____ Public Entity Crime Form
- _____ Drug-Free Workplace Form
- _____ Copies of Business License, Workers' Compensation Insurance, General Liability Insurance

Acknowledgment & Contact Summary

SUBMIT PROPOSALS TO: The College of the Florida Keys Attn: Purchasing Department 5901 College Road Key West, FL 33040 (305) 809-3268	INVITATION TO BID (ITB) Acknowledgment & Contact Summary POSTING OF BID TABULATIONS: Bid tabulations with recommended awards will be posted for review by interested parties and will remain posted for a period of 72 hours. Failure to file a protest within 72 hours prescribed in s. 120.57(3), F.S., shall constitute waiver of proceedings under Chapter 120, F.S.
BID NUMBER & TITLE: ITB # 2023-03 Landscaping Services	
Bid Due Date: Monday, May 15, 2023, 3:00 PM	Bid Opening Date: Tuesday, May 16, 2023, 1:00 PM
Purchasing Manager: Lucas Torres-Bull	AGENCY MAILING DATE: _____
BIDDER NAME:	WEB ADDRESS:
MAILING ADDRESS:	DELIVERY DATE WILL BE _____ DAYS after receipt of Purchase Order.
CITY- STATE- ZIP :	CASH DISCOUNT TERMS:
PHONE #: ()	REASON FOR NO-BID:
TOLL FREE #: ()	
FAX #: ()	
<p style="text-align: center;">VENDOR NUMBER</p> It is imperative that the Bidder furnish its Federal Employer ID Number (FEIN) in the space provided below. Failure to do so will prevent the processing of Purchase Orders to Bidders doing business with the College for the first time. FEIN # _____ FILL IN A 9-DIGIT NUMBER HERE	MY FIRM IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE: <input type="checkbox"/> YES <input type="checkbox"/> NO MY FIRM IS A FEDERALLY CERTIFIED MINORITY BUSINESS ENTERPRISE: <input type="checkbox"/> YES <input type="checkbox"/> NO
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the invitation to bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign, or transfer to the State of Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti- Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the State of Florida. At the College's discretion, such assignment shall be made and become effective at the time of the College tender's final payment to the Bidder.	
_____ AUTHORIZED SIGNATURE	TITLE AND DATE: E-MAIL:

References

Bidder's Name: _____

Reference No. 1

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 2

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 3

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

BID PRICE SHEET

LOCATION

KEY WEST MAIN CAMPUS

CFK
5901 COLLEGE RD.
KEY WEST, FL 33040
The College of the Florida Keys

TOTAL BID PRICE:

\$ _____

OF EMPLOYEES

\$ _____

HOURLY RATE PER EMPLOYEE

\$ _____

**ADDITIONAL HOURLY
RATE PER EMPLOYEE:**

\$ _____

LOCATION

Upper Keys Center

CFK
106040 OVERSEAS HIGHWAY
KEY LARGO, FL 33037
The College of the Florida Keys

TOTAL BID PRICE:

\$ _____

OF EMPLOYEES

\$ _____

HOURLY RATE PER EMPLOYEE

\$ _____

**ADDITIONAL HOURLY
RATE PER EMPLOYEE:**

\$ _____

PAYMENT DISCOUNTS _____
(IF ANY)

EXCEPTIONS (IF ANY, LIST HERE):

BIDS SUBMITTED BY:

_____ FEDERAL TAX I.D. NUMBER
_____ FIRM OR ENTITY NAME
_____ ADDRESS
_____ CITY, STATE & ZIP CODE
_____ TELEPHONE NUMBER/FAX NUMBER

TYPED OR PRINTED NAME OF

_____ REPRESENTATIVE
_____ SIGNATURE

Public Entity Crimes

THE COLLEGE OF THE FLORIDA KEYS

ITB 2023–03 Landscaping Services

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification.

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

1. This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) it's Federal Employer Identification No. (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:

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 the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 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 the 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. 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. 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me on this __ day of _____ 2023.

Personally known

OR Produced identification _____ Notary Public - State of _____

My commission expires _____ (Type of identification)

(Printed, typed, and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm 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 firm, sub firm, 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 thirty-six months from the date of being placed on the convicted firm list.

DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statute, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS

Whenever two or more bids, which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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 danger of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plead of guilty or nolo contendere to, any violation of Chapter 1893 or 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 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 the implementation of this section.

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

Signature

Date

Landscaping Services – ITB #2023-03

