



PUBLIC NOTICE
CITY OF OKEECHOBEE
REQUEST FOR PROPOSAL NO. PW01-32-07-26
LANDSCAPE MAINTENANCE AND INSTALLATION SERVICES

MANDATORY PRE-SUBMITTAL MEETING: JULY 20, 2026, 10:00 AM EST
SUBMISSION DEADLINE: AUGUST 10, 2026, 3:00 PM EST

NOTICE IS HEREBY GIVEN that the City of Okeechobee, Florida ("City") is soliciting this **Request for Proposal (RFP)** for **Landscape Maintenance and Installation Services** from one company best suited to provide landscape and maintenance services throughout specific areas located within the City Limits. Submittal information and response format shall be posted and accessible via the City's website: <https://www.cityofokeechobee.com/contracting-opportunities.html>. The **RFP** contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

Individuals or Firms desiring to respond to **RFP NO. PW 01-32-07-26** for **Landscape Maintenance and Installation Services** must provide submittals within a sealed envelope and contain one (1) original marked "**Original**," six (6) copies, each marked "**Copy**," and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested proposal information to the address below via overnight delivery, US Mail, or hand delivered:

City of Okeechobee
General Services Department
55 SE 3rd Avenue, Room 101
Okeechobee, FL 34974

SUBMISSION DEADLINE: Monday, **August 10, 2026**, AT **3:00 PM EST**

The outside of the envelope/package containing the sealed response must be clearly marked as follows: "**RFP NO. PW 01-32-07-26**" **Landscape Maintenance and Installation Services** with the **SUBMITTING COMPANY NAME AND RETURN ADDRESS**.

All responses received by the deadline will be opened and recorded in the presence of one or more witnesses within the Council Chambers, at the address listed above, **Room 200**.

It is the sole responsibility of the Submitter to deliver personally or by mail, their submittal to the General Services Department on or before the closing hour and date for the receipt of the **RFP** as noted above. Facsimile or emailed proposals will not be accepted.

Submittals received after the above noted date and time will not be opened or considered and will be returned to the company unopened.

In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact the Public Works Department at 863.763.9823 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

A **MANDATORY Pre-Submittal Meeting** will be held on Monday, **July 20, 2026**, at **10:00 AM EST** in the Council Chambers, at the address listed above, **Room 200**.

Any questions or clarifications concerning the **RFP** specifications must be submitted in writing directly to: **Willie Hall, Public Works Director**, via email, **whall@cityofokeechobee.com** no later than **4:00 PM EST**, Wednesday, **July 22, 2026**. Any questions received by the Public Works Director after the stated deadline will be disregarded. All questions received by the Public Works Director prior to the stated deadline shall be answered via an **Addendum** to this **RFP** and posted to the City's website.

The City intends to enter into a contract with the successful company to provide **Landscape Maintenance and Installation Services**. Selected company must comply with all requirements of the City Code. Additionally, the selected company will be subject to statutory requirements to maintain all records that may be subject to the public record laws, including production of such records as requested by any firm or person, in the time and manner as required by law. In compliance with the Florida Sunshine Law and Code of Ethics, the City strictly enforces open and fair competition in its **RFP's**.

In accordance with F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity.

The City reserves the right to award the contract under a local vendor ordinance, or under F.S. 255.0991 for vendors located in the State of Florida, to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the City and the right to request clarification of any information submitted by proposers. The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities. This **RFP** does not commit the City to award a contract to any respondent or to pay any costs incurred in the preparation or mailing of a response.

Responses will be reviewed and evaluated on Monday, **August 17, 2026**, at **10:00 AM EST**, at the address above, **Room 201**, by City staff based upon the evaluation criteria contained in the **RFP**. A proposed ranking will be submitted for consideration by the City Council on Tuesday, ***September 1, 2026**, at **6:00 PM EST**, in the Council Chambers, at the address above, **Room 200**.

*Tentative Date as this meeting date is rescheduled to coincide with the First Budget Public Hearing, which is set in July/August with the Budget Calendar. All submitting companies will be notified via email with the confirmed meeting date.

Date Issued: July 8, 2026.



**CITY OF OKEECHOBEE, FLORIDA
REQUEST FOR PROPOSAL
(RFP) NO. PW 01-32-07-26
LANDSCAPE MAINTENANCE AND INSTALLATION SERVICES**

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 INTRODUCTION

The City of Okeechobee, Florida ("City"), a municipality located in Okeechobee County, Florida, is soliciting proposals for **Landscape Maintenance and Installation Services** from one Company best suited to provide landscape and maintenance services throughout specific areas located within the City Limits. The City is requesting proposals (hereinafter, "Responses" or a "Response") from companies with experience to provide the scope of services detailed in Section 1.2 herein below.

1.2 SCOPE OF SERVICES

GENERAL DESCRIPTION:

Under the general supervision of the Public Works Director, the Company will perform Landscape Maintenance and Installation Service throughout specific locations within the City limits. These services will include, but are not limited to:

- Mowing, trimming and edging
- Symmetrical trimming of hedges/shrubs
- Weed removal
- Edging along sidewalks
- Installation of mulch when needed
- Application of fertilizer (**with exception of palmetto plants**)
- Application of insecticide as needed
- Trash/debris removal

These essential job functions are not to be construed as a complete statement of all duties to be performed. A company may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

1.3 CITY'S RESERVATION OF RIGHTS

The City reserves the right to award one or more contract(s) to the Company who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel this solicitation, in which case no award will be given. The City reserves the right to accept or reject any or all Responses based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Company, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The City also reserves the right to waive minor variations or irregularities in the Responses.

1.4 SCHEDULE OF EVENTS

The following is an anticipated schedule of events. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time
1	Advertisement/ Public Notice of RFP	07/08/2026	
2	Mandatory Pre-Submittal Meeting	07/20/2026	10:00 AM EST
3	Closing Date for Company Questions	07/22/2026	4:00 PM EST
4	Proposals Due/Submission Deadline	08/10/2026	3:00 PM EST
5	Evaluation Committee Meeting(s)	08/17/2026	10:00 AM EST
6	Submitted to City Council to Approve AND Authorize City Administrator to Negotiate Contract	*09/01/2026	6:00 PM EST
7	Negotiations	TBD	
8	Contract Awarded by City Council	TBD	

*Tentative Date as this meeting date is rescheduled to coincide with the First Budget Public Hearing, which is set in July/August with the Budget Calendar. All submitting companies will be notified via email with the confirmed meeting date.

1.5 ELIGIBILITY/QUALIFICATIONS

In addition to other requirements stated in this **RFP**, to be eligible for award, Respondents must demonstrate the following qualifications and experience in their responses:

GENERAL QUALIFICATIONS: EDUCATION AND EXPERIENCE:

List of experience and types of qualifications and certifications.

MINIMUM QUALIFICATIONS: KNOWLEDGE, SKILLS AND ABILITIES:

Companies must demonstrate:

- a. Knowledge of principles and practices of landscape maintenance and installation.
- b. Knowledge of City of Okeechobee Landscape Maintenance Governing Specifications.
- c. Knowledge of Florida Nursery Growers and Landscape Association recommended practices.
- d. Knowledge of University of Florida, Florida Friendly Landscaping Best Management Practices.
- e. Knowledge of Florida Water Star Best Management Practices.
- f. Knowledge of Florida Department of Agriculture and Consumer Services pesticide application licensing requirements and practices
- g. Ability to communicate effectively with City staff including regular reporting of work performed, issues identified, and deficiencies that have been corrected.

Each Respondent shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The City reserves the right to conduct investigations into the Respondents' qualifications, experience, past or current services provided to clients, or any of its agents, as it deems appropriate.

1.6 ADDENDA

If the City finds it necessary to add to or amend this **RFP** prior to the Response submission deadline, the City will issue written addenda/addendum and post this information to the City's website: www.cityofokeechobee.com/contracting-opportunities.html. Each Company must acknowledge receipt of each addendum by signing Form 8 (Acknowledgement of Addenda) and providing it with their Response. Failure to acknowledge addenda/addendum may result in the proposal being determined to be non-responsive.

1.7 CERTIFICATION

The signer of the Response (to this **RFP**) must declare, by signing the Forms included in Section 3, that the person(s), companies and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), companies and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to

bind the person(s), companies and parties identified in the Response.

1.8 REQUESTS FOR INFORMATION OR CLARIFICATION; ADDENDA

Any questions or clarifications concerning the **RFP** specifications must be submitted in writing directly to: **Willie Hall, Public Works Director**, via email, **whall@cityofokeechobee.com** no later than **4:00 PM EST Wednesday, July 22, 2026**. The request for additional information and clarification must contain the **RFP** number and title, Company's name, name of Company's contact person, address, phone number, and email. Any questions received by the Public Works Director after the stated deadline will be disregarded. All questions received by the Public Works Director prior to the stated deadline shall be answered via an **Addendum** to this **RFP** and posted to the City's website. Companies should not rely on any representations, statements, or explanations other than those made in this **RFP** or in any written addendum to this **RFP**. Where there appears to be a conflict between the **RFP** and any addenda issued, the last addendum issued shall prevail.

1.9 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

1.10 RETENTION OF RESPONSES

The City reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Company is selected to perform the Services.

1.11 CITY AUTHORITY AND RIGHTS

Responses will be selected at the sole discretion of the City. The City reserves the right to waive any immaterial defects or irregularities in the Responses, to reject any or all Responses, reject a Response which is in any way incomplete or irregular, cancel, postpone, and re-solicit the entire solicitation or enter into agreements with more than one company. Responses received after the deadline provided for this **RFP** will not be considered. The City reserves the right to:

- a. Accept the company that will, in the City's sole discretion, best serve the interests of and represent the best value to the City;
- b. Reject any and all qualifications and seek new proposals when such a procedure is reasonably in the best interest of the City;
- c. Investigate the financial capability, client references, integrity, experience, and quality of performance of each company, including officers, principals, senior management, and supervisors, as well as staff identified in the Response.
- d. Investigate the company's qualifications or those of its agents, as it deems appropriate.
- e. Conduct personal interviews of any or all companies prior to selection (the City shall not be

- liable for any costs incurred by the companies in connection with such interviews).
- f. Waive any of the conditions or criteria set forth in this **RFP**.
 - g. Decide whether to select a company based on submission received in response to this **RFP** or whether to hold interviews with the companies the City deems best qualified for the Services.
 - h. The City is under no obligation to return the Proposals.
 - i. The City will not be liable for any costs incurred by a company in the preparation of the response to this **RFP**.
 - j. Each Response shall be prima facie evidence that the respective company has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed.
 - k. Company shall furnish the City with such additional information as the City may reasonably require; and
 - l. The City must be satisfied that the company demonstrates the ability to meet the requirements of this **RFP**.

1.12 RESPONSE/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any company in responding to this **RFP**, nor subsequent inquiries or presentations relating to its Responses.

1.13 PERMITS, TAXES, LICENSES

The company shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to the provision of the Services and the agreement.

1.14 COMPLIANCE WITH LAWS, ORDINANCES

The company shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the Services and the agreement. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Okeechobee County and the Charter and Code of the City of Okeechobee in the preparation and submittal of a Response to this **RFP** and in the performance of the Services and any agreement awarded as a result of this **RFP**. Specific reference is made to the Local Preference Section of the City Code, which allows a five percent (5%) local preference in scoring to holders of current City local business receipts for businesses which are physically located with the City of Okeechobee.

1.15 TERMS OF ENGAGEMENT

The Terms of the agreement will be negotiated upon selection of the company. It is anticipated that the City will enter into an agreement for an initial three (3) year term, with options to renew

for two (2) additional three (3) year terms.

1.16 HOLD HARMLESS AND INDEMNIFICATION

All Companies should hold the City, its officials, and its employees harmless and covenant not to sue the City, its officials, and its employees in reference to the City's decision to reject, award, or not award an **RFP**, as applicable. Additionally, the selected company shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the company's performance of its Services under this **RFP**, or by or in consequence of any negligence (excluding the sole negligence of the City), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected company, agents, servants, or employees. The selected company shall indemnify, defend, and hold harmless the City and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the **RFP**, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected company, anyone directly or indirectly employed by company, or anyone for whose acts company may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

SECTION 2. RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

2.1 GENERAL RESPONSE INSTRUCTIONS

Companies desiring to respond to **RFP for Landscape Maintenance and Installation Service** must provide submittals within a sealed envelope and contain one (1) original marked "**Original**", six (6) copies, each marked "**Copy**", and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested proposal information to the address below via overnight delivery, US Mail, or hand delivered:

**City of Okeechobee
General Services Department
55 SE 3rd Avenue, Room 101
Okeechobee, FL 34974**

SUBMISSION DEADLINE: Monday, August 10, 2026, AT 3:00 PM EST

The outside of the envelope/package containing the sealed Response must be clearly marked as follows: "**RFP NO. PW 01-32-07-26 Landscape Maintenance and Installation Service**" with the **SUBMITTING COMPANY NAME AND RETURN ADDRESS**.

All Responses received by the deadline will be opened and recorded in the presence of one or more witnesses within the Council Chambers, at the address listed above, **Room 200**.

It is the sole responsibility of the Submitter to deliver personally or by mail, their submittal to the General Services Department on or before the closing hour and date for the receipt of the **RFP** as noted above. Facsimile or emailed proposals will not be accepted. Submittals received after the above noted date and time will not be opened or considered and will be returned to the company unopened. In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact the Public Works Department at 863.763.9823 at least 48 hours in advance of the meeting excluding Saturday and Sunday

A mandatory **Pre-Submittal Meeting** will be held on **Monday, July 20, 2026, at 10:00 AM EST** in the **Council Chambers, Room 200** at the address listed above.

The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities. This **RFP** does not commit the City to award a contract to any respondent or to pay any costs incurred in the preparation or mailing of a response.

2.2 RESPONSE/QUALIFICATION PACKAGE / REQUIREMENTS

In addition to other requirements stated in this **RFP**, to be eligible to respond, the Company shall submit a Response that includes all the following information, appropriately tabbed, in this exact order:

- A. Cover Page.**
Each Response submitted shall have a cover page entitled Response to **RFP No. PW 01-32-07-26** for **LANDSCAPE MAINTENANCE AND INSTALLATION SERVICE**.
- B. Table of Contents.**
- C. Letter of Intent.** A Letter of Intent shall be provided that briefly introduces the Company and the aspects of the Response.
- D. Response Checklist.** Company must complete Form 1 and include in its Response.
- E. Company's Qualifications.** Company must complete and submit Form 4, Company Qualification Questionnaire and Form 6, Client References. Company must also provide the official complaint history within the last five (5) years for its qualifying professional license and a list of current and past clients, with an emphasis on Florida municipalities. Company must also include any relevant business licenses, including occupational license, and Florida registration (Company certifications, not personal) and a copy of State License issued by the Department of Business and Professional Regulations or other proof from the State of Florida that company is authorized to do business in this State.
- F. Personnel Qualifications.** The company must include the following information regarding this requirement:
1. Complete and submit Form 5, Proposer's Team & Key Personnel.
 2. Provide an organizational chart showing reporting structure for all Key Personnel, including any key subcompanies.
- G. Project Implementation Strategy.** Describe the Company's strategy for implementing the project.
- H. Special Consideration.** Describe any special resources that company or company's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**
- I. Familiarity.** Provide a description of the company's familiarity with local conditions, community goals, etc., or provide a plan that outlines an explanation of the company's approach to becoming familiar quickly with local conditions, community goals, etc.
- J. Insurance.** Company shall secure and maintain throughout the duration of this **RFP** and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers, naming the City as additional insured.

Any insurance maintained by the City shall be in excess of the company's insurance and shall not contribute to the company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of company's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than thirty (30) day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory, and the company shall provide a waiver of subrogation for the benefit of the City.

The company shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each:
- Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub company or agent of the company shall be allowed to provide Services pursuant to this **RFP** who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

K. Litigation Statement. Company must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against company's firm in the last three (3) years should be included in the Response. If an action has been filed against the company's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the company's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving company or any Key Staff members within the last five (5) years.

L. Forms. Complete all forms listed in Section 3.

2.3 RESPONSE EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

	Category	Maximum Available Points
1.	Experience, Ability, Capacity and Skill of firm(s), whether the firm is a certified minority business enterprise and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	25 Points
2.	Experienced Qualified Team , credentials and accomplishments of the proposed team (up to 3) members.	25 Points
3.	Previous Similar Projects & Client Reference Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements.	25 Points
4.	Project/Services Implementation Strategy Indicating Firm's understanding of the City's needs and services	25 Points
TOTAL		100 Points

2.4 PROCESS OF EVALUATION AND SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The City Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the **RFP** have been met. The City Administrator or designee may reject those Responses that do not meet the minimum requirements of the **RFP**.

The City Administrator will appoint an Evaluation Committee to review and evaluate the Responses. The highest ranked three (3) Respondents will be short-listed on the basis of the Responses by the Evaluation Committee and, at City's discretion, but under no obligation, may be called for oral presentations before the Evaluation Committee regarding their Responses, approach to the Services, and ability to furnish the required Services. If oral presentations are to be made, all companies and sub companies in their teams shall be present at the assigned time for a 10-minute presentation followed by up to a 5-minute question-and-answer session. The companies are encouraged to be represented only by the Project Administrator and the key staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed companies. The Evaluation Committee shall assess the Responses and provide its recommendations to the City Administrator.

After shortlisting the top three (3) Responses deemed qualified by the Evaluation Committee, the City Administrator will present a recommendation to the City Council. The City Council may select a company that it determines is the most qualified and authorize the City Administrator to proceed with negotiations and execute a professional services agreement with the selected company. The City Council shall have the final authority to select the company to proceed with negotiations.

The City reserves the right to reject any or all Responses, reject a Response, which is incomplete, or irregular, re-advertise the entire solicitation or enter into agreements with more than one respondent.

2.5 PROCESS OF NEGOTIATION

The City Administrator or designee(s) shall negotiate an agreement and compensation with the selected company that the City Administrator, in their sole discretion, determines is fair, competitive, and reasonable. Should the City Administrator be unable to negotiate a satisfactory agreement with the selected company at a fee or price the City Administrator determines to be fair, competitive, and reasonable, negotiations with that company may be terminated. The City Administrator or designee(s) shall then undertake negotiations with the next highest-ranked company, and, if negotiations are terminated, shall continue to each next highest-ranked company until a satisfactory agreement may be negotiated. Any award shall be made by the City Council and subject to the execution of an agreement in form and substance approved by the City Attorney. Notwithstanding the foregoing, the City maintains the right to reject all Responses submitted if so desired.

SECTION 3. FORMS AND EXHIBITS

3.1 EXHIBITS

The following exhibits are attached and incorporated into this solicitation:

- Draft Professional Services Agreement Exhibit A.
- Scope of Services Exhibit B.
- Quotes for Services Exhibit C.

3.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Company's Response:

- Form 1: Proposer Checklist
- Form 2: Proposer Information Form
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
 - A: Certificate of Authority (for Corporations or Partnerships)
 - B: Certificate of Authority (for individuals)
- Form 4: Company Qualification Questionnaire
- Form 5: Proposer's Team & Key Personnel
- Form 6: Client References
- Form 7: Dispute Disclosure
- Form 8: Acknowledgement of Addenda
- Form 9: Single Execution Affidavits

EXHIBIT "A"
PROFESSIONAL CONSTRUCTION SERVICES CONTRACT
BETWEEN THE CITY OF OKEECHOBEE
AND

THE PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 20____ (the "Effective Date"), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the "City"), and

_____, a Florida Corporation, whose address is _____ (hereinafter, the "Company").

WHEREAS, the company will perform services on behalf of the City, all as further set forth in the Response dated _____, 20____, attached hereto as Exhibit "B" ("Scope of Services"); and

WHEREAS, the company and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the company to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the company and the City agree as follows:

1. Scope of Services.

- 1.1 Company shall provide the Services set forth in the Response attached hereto as Exhibit "B" and incorporated herein by reference.
- 1.2 Company shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").

2. Term/Commencement Date.

- 2.1 The Terms of the Agreement will be negotiated upon selection of the company. It is anticipated that the City will enter into an Agreement for an initial period of Sixty (60) days, unless earlier terminated in accordance with Paragraph 7.
- 2.2 Company agrees that time is of the essence and company shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by company shall be in accordance with the Response attached hereto as Exhibit "B." Company shall be in accordance with the rate/fee schedule attached hereto as Exhibit "C."
- 3.2 Company shall deliver an invoice to City no more often than once per month detailing the period of service, services completed and the amount due to company under this Agreement. Fees shall be paid in arrears each month, pursuant to the company's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the company in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

4. Subcompanies.

- 4.1 The company shall be responsible for all payments to any subcompanies and shall maintain responsibility for all work related to the Services.
- 4.2 Company may only utilize the services of a particular sub company with the prior written approval of the City Administrator, which approval shall be granted or withheld in the City Administrator's sole and absolute discretion.

5. City's Responsibilities.

- 5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon company's request, City shall reasonably cooperate in arranging access to public information that may be required for company to perform the Services.

6. Company's Responsibilities.

- 6.1 The company shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a company under similar circumstances. If at any time during the term of this Agreement or within three (3) years from the completion of this Agreement, it is determined that the company's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the company shall at company's sole expense, immediately correct its Deliverables or Services.
- 6.2 The company hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent company of the City.

7. Termination.

- 7.1 The City Administrator, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the company, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, company shall immediately stop working on the project unless directed otherwise by the City Administrator.
- 7.3 In the event of termination by the City, the company shall be paid for all work accepted by the City Administrator up to the date of termination, provided that the company has first complied with the provisions of Paragraph 15.5.

8. Insurance.

- 8.1 Company shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, naming the City as Additional Insured. Any insurance maintained by the City shall be in excess of the company's insurance and shall not contribute to the company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub company or agent of the company shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 8.2 Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than

thirty (30) days' advance written notice to the City prior to cancellation, termination, or material alteration of said policies or insurance. The company shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- 8.3 Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the company in performance of this Agreement. The company's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Company's insurance. The company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 8.4 Loss Payee. The City is to be specifically named as a loss payee under the company's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Company's Services or performance pursuant to this Agreement.
- 8.5 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 8.6 The provisions of this section shall survive termination of this Agreement.

9. Nondiscrimination.

9.1 During the term of this Agreement, company shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. Attorney Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

11. Indemnification.

11.1 Company shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from company's negligent acts, errors, or omissions arising out of the performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the company and third parties made pursuant to this Agreement. company shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from company's negligent performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: City Administrator City of Okeechobee
55 SE 3rd Avenue, Room 201
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.
City Attorney
Nason Yeager Gerson Harris & Fumero, PA
750 Park of Commerce Blvd., Suite 210
Boca Raton, FL 33487

For the Company: _____

13. Governing Laws.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

14. Entire Agreement/Modification/Amendment.

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Company represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by company have been duly authorized, and this Agreement is binding on company and enforceable against company in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. Ownership and Access to Records and Audits.

15.1 Company acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by company during the term of this Agreement ("Work Product") belong to the City. Company shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

15.2 Company agrees to keep and maintain public records in company's possession or control in connection with company's performance under this Agreement. Company additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

15.3 Upon request from the City's custodian of public records, company shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

15.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

- 15.5 Upon completion of this Agreement or in the event of termination by either party, any or all public records relating to the Agreement in the possession of the company shall be delivered by the company to the City Administrator, at no cost to the City, within seven (7) days. All such records stored electronically by company shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the company shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 15.6 Any compensation due to company shall be withheld until all records are received as provided herein.
- 15.7 Company's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTEA@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

16. Non-Assignability.

- 16.1 This Agreement shall not be assignable by Company unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the company, and such firm's familiarity with the City's area, circumstances, and desires.

17. Severability.

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. Independent Company.

- 18.1 The company and its employees, volunteers and agents shall be and remain an independent company and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

19. Compliance with Laws.

- 19.1 The company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement,

and in particular shall obtain all required permits from all jurisdiction agencies to perform the Services under this Agreement at its own expense.

20. Waiver.

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

21. Survival of Provisions.

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. Prohibition of Contingency Fees.

22.1 The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the company, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. Public Entity Crimes Affidavit.

23.1 Company shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24. Counterparts.

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE COMPANY:

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE CITY:

CITY OF OKEECHOBEE,
a Florida municipal corporation

Dowling R. Watford Jr., Mayor

Date: _____

ATTEST:

Lane Gamiotea, CMC, City Clerk

Approved as to Form and Legal Sufficiency:

John J. Fumero, Esq., City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

EXHIBIT "B"
SCOPE OF SERVICES

Scope of Services are those contained in the Response dated _____, 20_____, attached hereto and incorporated herein by reference.

Under the general supervision of the Public Works Director, the company will perform any of the Services listed below. The successful company shall be qualified to perform the following Services:

Under the general supervision of the Public Works Director, the Company will perform Landscape Maintenance and Installation Services. These services will include, but are not limited to:

- Mowing, trimming and edging
- Symmetrical trimming of hedges
- Weed removal
- Edging along sidewalks
- Installation of mulch when needed
- Application of fertilizer (**with exception of palmetto plants**)
- Application of insecticide as needed
- Trash/debris removal

These essential job functions are not to be construed as a complete statement of all duties to be performed. Company may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

City of Okeechobee
Landscape Maintenance & Installation Service Locations

Landscape maintenance, City Hall, City Hall Park, Police Department, Chamber of Commerce, Flagler Park, Centennial Park.

Landscape maintenance, medians; South Parrott AVE (US HWY 441), South Park ST, South to South 23rd ST, including median flower/shrub/tree beds.

Landscape maintenance, medians; North Parrott AVE (US WHY 441), North Park ST (SR 70), to North 17th ST, including median flower/shrub/tree beds.

Landscape maintenance, medians; North Park ST (SR 70), West 12th AVE to Parrott AVE (US HWY 441), including median flower/shrub/tree beds.

Landscape maintenance, medians; North Park ST (SR 70), Parrott AVE, East to East 13th AVE.

Landscape maintenance, planting beds and sidewalks; South Park ST, West 6th AVE to East 2nd AVE.

Landscape maintenance, SW 7th AVE planting bed in 100 block.

Landscape maintenance, medians on SW 5th AVE, SW 3rd ST, SW 4th ST, SW 6th ST, SE 4th ST.

Landscape maintenance, mowing unimproved ROW, NW 9th AVE and NW 6th ST, (adjacent to CenturyLink property).

Landscape maintenance, island on NW 5th AVE and North Park ST (SR 70 West).

Landscape maintenance, mowing unimproved ROW between SE 8th ST and SE 9th ST, Taylor Creek to SE 9th AVE.

Landscape maintenance, Raulerson Cabin, 811 SW 2nd AVE.

Landscape maintenance, Primitive Baptist Church, 1003 SW 3rd AVE.



City Hall



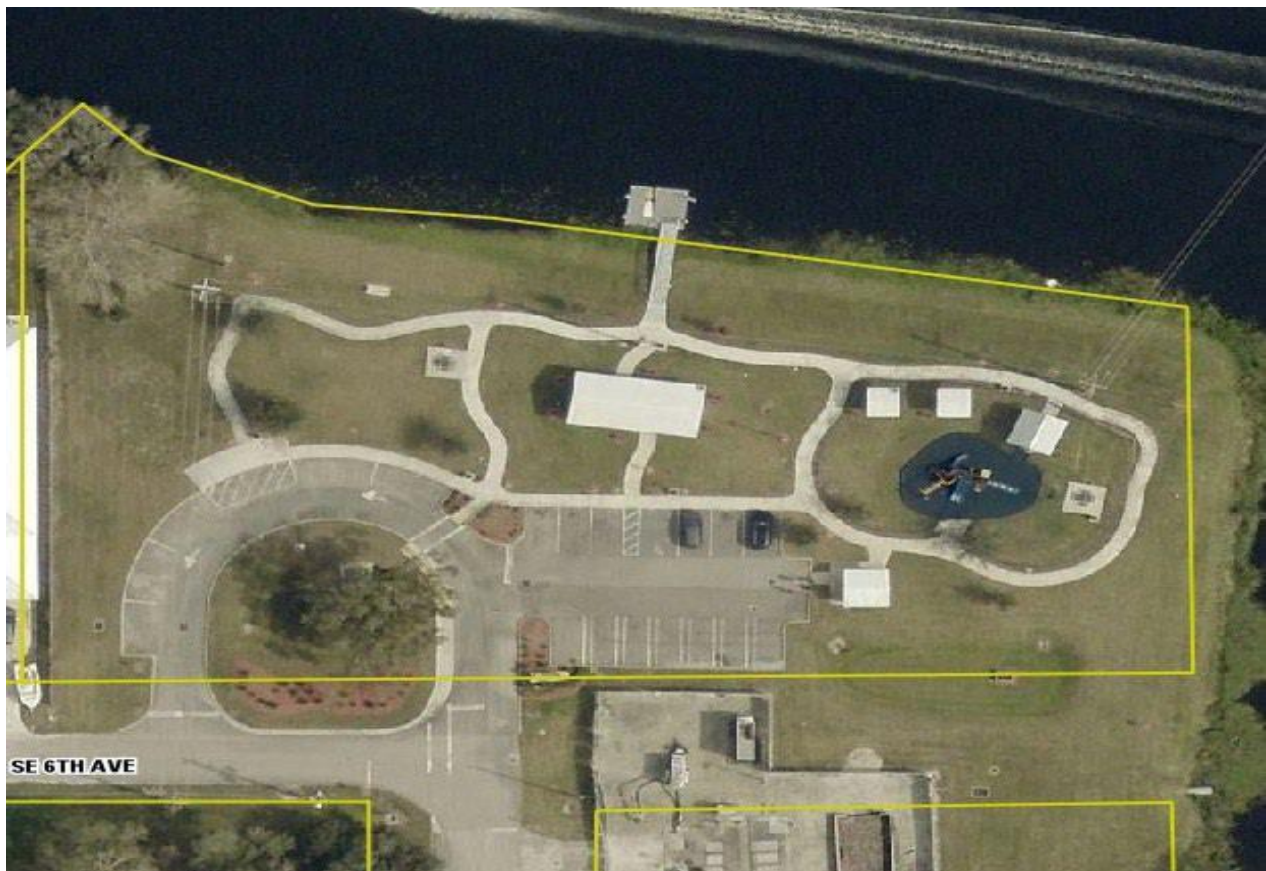
City Hall Park



Police Dept. & Chamber of Commerce



BLOCKS WITHIN FLAGLER PARK



Centennial Park



Landscape maintenance; South Parrott AVE (US HWY 441), South Park ST to South 23rd ST.



Landscape maintenance; North Parrott AVE (US HWY 441), North Park ST (SR 70), to North 17th ST.



Landscape maintenance, North Park ST (SR 70 West), West 12th AVE to Parrott AVE (US HWY 441).



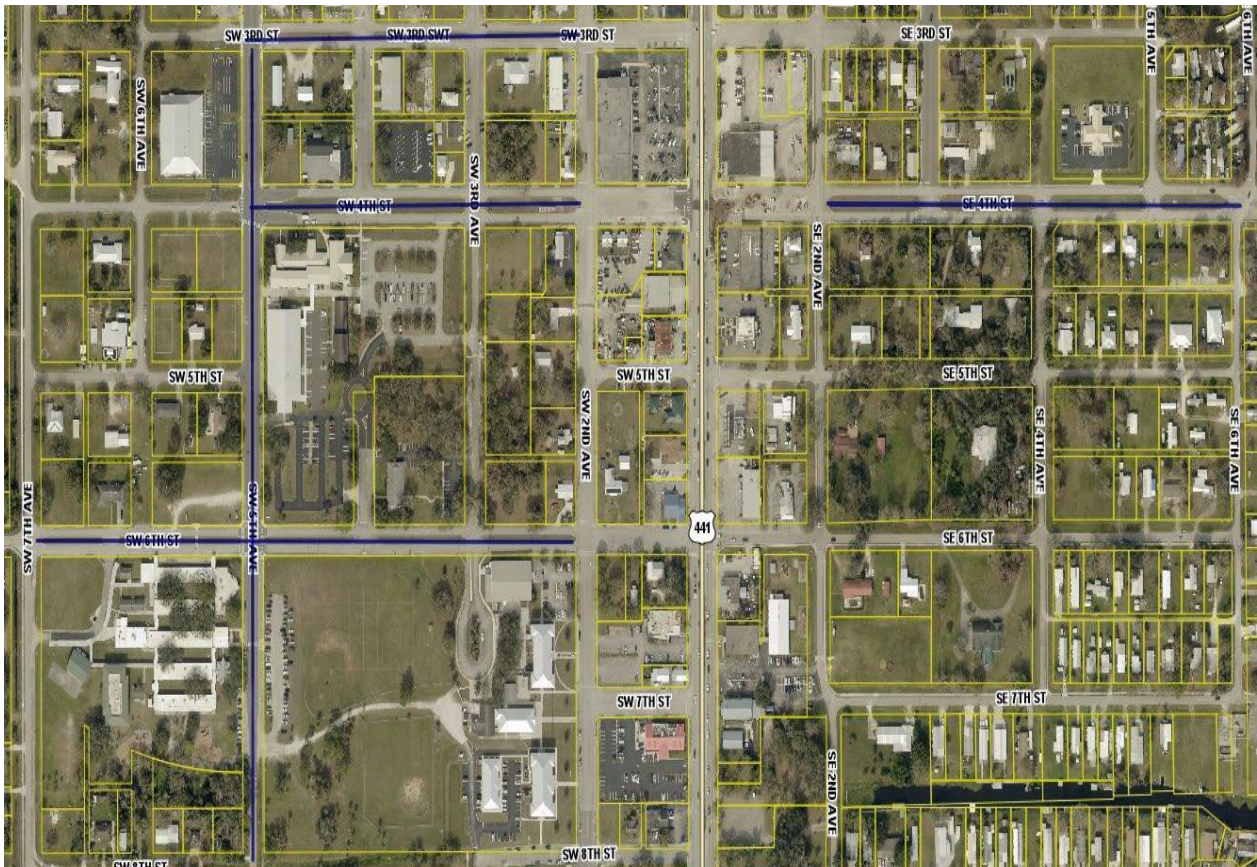
Landscape maintenance, North Park ST (SR 70 East), Parrott AVE East to East 13th AVE.



Landscape maintenance, planting beds & sidewalks,
South Park ST, West 6th AVE to East 2nd AVE



Landscape maintenance, SW 7th AVE planting bed in the 100 Block



Medians on SW 5th AVE, SW 3rd ST, SW 4th ST, SW 6th ST & SE 4th ST.



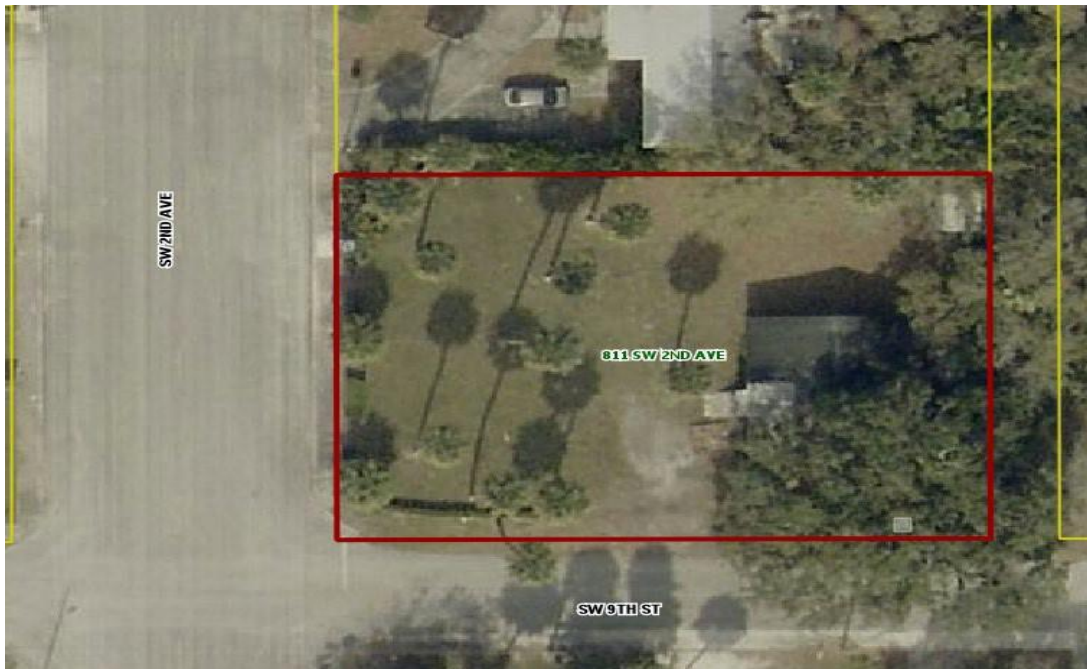
Landscape maintenance, mowing, unimproved ROW NW 9th AVE & NW 6th ST (adjacent to CenturyLink)



Landscape maintenance, island on NW 5th AVE & North Park ST (SR 70 West).



Landscape maintenance, mowing, unimproved ROW between SE 8th ST & SE 9th ST,
Taylor Creek to SE 9th AVE



Landscape maintenance, Raulerson Cabin, 811 SW 2nd AVE.



Landscape maintenance, Primitive Baptist Church, 1003 SW 3rd Ave

Landscape maintenance, Primitive Baptist Church
1003 SW 3rd AVE.

EXHIBIT “C”
RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to the Agreement are as follows:

[INSERT RATE SCHEDULE]

Additional Compensation and Payment Terms: [TBD]

FORM 1 PROPOSER CHECKLIST

- ☐ Form 1: Proposer Checklist
- ☐ Form 2: Proposer Information Form
- ☐ Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)
 - A. Certificate of Authority (for Corporations or Partnerships)
 - B. Certificate of Authority (for Individuals)
- ☐ Form 4: Company Qualification Questionnaire
- ☐ Form 5: Proposer's Team & Key Personnel
- ☐ Form 6: Client References
- ☐ Form 7: Dispute Disclosure
- ☐ Form 8: Acknowledgement of Addenda
- ☐ Form 9: Single Execution Affidavits
 - ☐ Americans with Disabilities Act Compliance Affidavit
 - ☐ Public Entity Crimes Affidavit
 - ☐ No Conflict of Interest or Contingent Fee Affidavit
 - ☐ Business Entity Affidavit
 - ☐ Anti-Collusion Affidavit
 - ☐ Scrutinized Company Certification
 - ☐ Immigration Law Certification
 - ☐ Drug-Free Workplace Certification
 - ☐ Affidavit Of Non-Coercion For Labor And Services (F.S. §787.06(13))
 - ☐ E-Verify
 - ☐ Acknowledgement, Warranty and Acceptance

FORM 2
PROPOSER INFORMATION FORM

I certify that any and all information contained in this **RFP** is true. I certify that this **RFP** is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an **RFP** for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the **RFP** and certify that I am authorized to sign for the Company's firm. Please print the following and sign your name:

PROPOSER NAME: _____

CONTACT NAME: _____ TITLE: _____

PRINCIPAL BUSINESS ADDRESS: _____

OFFICE PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

FEDERAL I.D. NO.: _____

BUSINESS TAX RECEIPT / OCCUPATIONAL LICENSE NO.: _____

PRINTED NAME

AUTHORIZED SIGNATURE

FORM 3A CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____, a business existing under the Laws of the State of _____, (the "Entity") held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Entity, be and is hereby authorized to execute this Response dated _____, 20_____ on behalf of the Entity and submit this Response to the City of Okeechobee, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20_____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature
Notary Print Name: _____
Commission No. _____

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of:
_____ DBA _____, the
Company that has submitted the attached Response.
2. I am fully informed of respecting the preparation and contents of the attached
Response and all of the pertinent circumstances respecting such Response.
3. I am authorized to execute the Response _____, dated
_____ and submit this Response to the City of Okeechobee,
and the execution of this Certificate of Authority, attested to by a Notary Public,
will be the official act and deed of this attestation.

In the presence of:

Signed, sealed, and delivered:

Witness

Witness

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____, who is personally known to me or produced
_____ as identification.

Notary Public Signature

Commission No. _____

FORM 4
COMPANY QUALIFICATION QUESTIONNAIRE

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

- a. Professional Licenses/Certifications (include name and license #) * Issuance Date

*Include active certifications of small or disadvantage business & name of certifying entity

2. Type of Company:

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: _____

- b. Dept. of Business Professional Regulation Category (DBPR):

i. Date Licensed by DBPR: _____

ii. License Number: _____

- c. Date registered to conduct business in the State of Florida:

i. Date filed: _____

ii. Document Number: _____

- d. Primary Office Location: _____

- e. What is your primary business? _____
(This answer should be specific)

f. Name and Licenses of any prior companies:

Name of Company	License Name & No.	Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership

b. Is any owner identified above an owner in another company? _____
If yes, identify the name of the owner, other company names, and % ownership:

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary).

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)

4. Employee Information

a. Total No. of Employees: _____

b. Total No. of Managerial/Admin. Employees: _____

5. Recent Contracts

a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

a. Insurance Carrier name & address:

b. Insurance Contact Name, telephone, & e-mail:

c. Number of Insurance Claims paid out in last 5 years & value: _____

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the **RFP**, related to the Services to be performed under the Agreement that Company believes is unique to its organization and would benefit the City.

By signing below, Company certifies that the information contained herein is complete and accurate to the best of Company's knowledge.

By: _____
Signature of Authorized Officer

Date: _____

Printed Name

FORM 5
PROPOSER'S TEAM & KEY PERSONNEL

1. Proposer shall complete the following chart with its proposed Key Personnel. If additional space is required, use a duplicate page and attach to this form.

NAME	JOB TITLE	COMPANY	YEARS OF EXPERIENCE	YEARS WITH INDIVIDUAL/FIRM	LICENSES & CERTIFICATIONS

2. In the space below, explain the Proposer’s ability and resources to substitute personnel with equal or higher qualifications than the Key Personnel they will substitute for, where substitution is required due to attrition, turnover, or specific request from the City.

3. In the chart below, provide the requested information for each Key Personnel member’s engagement commitments that will exist concurrently with the City’s Services.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement

By signing below, company certifies that the information contained herein is complete and accurate to the best of company's knowledge.

By: _____
Signature of Authorized Officer

Date: _____

Printed Name

FORM 6 CLIENT REFERENCES

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
COMPANY TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

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

YES NO

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

YES NO

3. Has your company had any claim against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your company provides in the regular course of business?

YES NO

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

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Response or Bid for the City of Okeechobee.

Company: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

I have carefully examined this Request for Bids (BID)/Request for Proposals (**RFP**)/ Request for Qualifications (**RFQ**), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

I hereby propose providing the services requested in the City's BID/**RFP**/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/**RFP**/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/**RFP**/RFQ, unless a properly completed Exceptions to BID/**RFP**/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Proposal; and that the undersigned executed this Acknowledgement of Addenda with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Typed

Email Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

FORM 9
SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE COMPANY AND NOTARIZED BELOW. IN THE EVENT THE COMPANY CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE COMPANY IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A RESPONSE.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF OKEECHOBEE AND ARE STATEMENTS MADE:

By: _____

For (Name of Company): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Company's Initials

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcompany, or third party company under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Company's Initials

Public Entity Crimes Affidavit

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 misrepresentations.

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

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 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.

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

Based on information and belief, the statement, which I have marked below, is true in relations 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, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad 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.
- ☐ 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 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 category two of any change in the information contained in this form.

Company's Initials

No Conflict of Interest or Contingent Fee Affidavit

Company warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Company also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the City of Okeechobee conflict of interest or code of ethics ordinances or State Law. Further, Company acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Company should the Company be selected for the performance of this contract.

Company's Initials

Business Entity Affidavit

Company hereby recognizes and certifies that no elected official, board member, or employee of the City of Okeechobee (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Company or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Company. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Company recognizes that with respect to this transaction or bid, if any Company violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of and as applicable to City, or the provisions of Chapter 112, part III, F.S., the Code of Ethics for Public Officers and Employees, such Company may be disqualified from furnishing the goods or services for which the bid or response is submitted and may be further disqualified from submitting any future bids or responses for goods or services to City.

Company's Initials

Anti-Collusion Affidavit

1. Company has personal knowledge of the matters set forth in its Response/Bid and is fully informed respecting the preparation and contents of the attached Response/Bid and all pertinent circumstances respecting the Response/Bid;
2. The Response/Bid is genuine and is not a collusive or sham Response/Bid; and
3. Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Company, firm, or person to submit a collusive or sham Response/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company or person to fix the price or prices in the attached Response/Bid or of any other company, or to fix any overhead, profit, or cost element of the Response/Bid price or the Response/Bid price of any other company, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Okeechobee or any person interested in the proposed Contract.

Company's Initials

Scrutinized Company Certification

1. Company certifies that it and its sub companies are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this **RFP** at its sole option if the Company or its sub companies are found to have submitted a false certification; or if the company, or its sub companies are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this **RFP** is for more than one million dollars, the Company certifies that it and its sub companies are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this **RFP** at its sole option if the Company, its affiliates, or its sub companies are found to have submitted a false certification; or if the Company, its affiliates, or its sub companies are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this **RFP**. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Company's Initials

Immigration Law Certification

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Company's Initials

Drug-Free Workplace Certification

Company certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company's Initials

Affidavit Of Non-Coercion For Labor And Services
(Florida Statutes Section 787.06(13))

That to the best of Affiant's knowledge, the Entity does not engage in any of the following activities as part of its employment practices:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance to any person for the purpose of exploitation of that person.

That this Affidavit is being given to evidence compliance with the law.

Company's Initials

E-VERIFY

A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095 (5)(a), Florida Statutes. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

- a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien";
- c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.

That this Affidavit is being given to evidence compliance with the law.

Company's Initials

Acknowledgment, Warranty, and Acceptance

1. Company warrants that it is willing and able to comply with all applicable state of Florida laws, rules, and regulations.
2. Company warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. PW 01-32-07-26** and any addendum/addenda related thereto.
3. Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Administrator, as applicable.
4. Company warrants that all information provided by it in connection with this Response is true and accurate.

Company's Initials

Sworn Signature of Company Representative and Notarization for all Affidavits follows below.

In the presence of:

Signed, sealed, and delivered:

Witness

Witness

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature
Commission No. _____