



PUBLIC NOTICE
CITY OF OKEECHOBEE
REQUEST FOR PROPOSAL NO. GS 01-32-08-26
CITY LANDSCAPING SERVICES

PRE-SUBMITTAL MEETING: AUGUST 24, 2026, 10:00 AM EST
SUBMISSION DEADLINE: SEPTEMBER 14, 2026, 3:00 PM EST

NOTICE IS HEREBY GIVEN that the City of Okeechobee, Florida ("City") is soliciting this **Request for Proposal (RFP)** for **City Landscaping 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. GS 01-32-08-26** for **City Landscaping 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, September 14, 2026, AT 3:00 PM EST

The outside of the envelope/package containing the sealed response must be clearly marked as follows: "**RFP NO. GS 01-32-08-26**" **City Landscaping 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**, on the submission deadline at **3:00 PM EST**.

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 General Services Department at 863.763.9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

A **Pre-Submittal Meeting** will be held on Monday, **August 24, 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: **Tammy Parker, General Services Director**, via email, **tparker@cityofkeechobee.com** no later than **4:00 PM EST**, Wednesday, **August 26, 2026**. Any questions received by the General Services Director after the stated deadline will be disregarded. All questions received by the General Services 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 **City Landscaping 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, **September 21, 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 **TBD**, in the Council Chambers, at the address above, **Room 200**.

Date Issued: August 12, 2026



**CITY OF OKEECHOBEE, FLORIDA
REQUEST FOR PROPOSAL
(RFP) NO. GS 01-32-08-26
CITY LANDSCAPE 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 **City Landscaping 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 and Maintenance Service throughout specific locations within the City limits. These services will include, but are not limited to:

- Mowing, trimming and edging
- Tree trimming and pruning
- Symmetrical trimming of hedges/shrubs
- Weed removal
- Edging along sidewalks
- Installation of mulch no less than twice a year
- 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 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	08/12/2026	
2	Pre-Submittal Meeting	08/24/2026	10:00 AM EST
3	Closing Date for Company Questions	08/26/2026	4:00 PM EST
4	Proposals Due/Submission Deadline	09/14/2026	3:00 PM EST
5	Evaluation Committee Meeting(s)	09/21/2026	10:00 AM EST
6	Submitted to City Council to Approve AND Authorize City Administrator to Negotiate Contract	TBD	
7	Negotiations	TBD	
8	Contract Awarded by City Council	TBD	

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: **Tammy Parker, General Services Director**, via email, **tparker@cityofkeechobee.com** no later than **4:00 PM EST Wednesday, August 26, 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 General Services Director after the stated deadline will be disregarded. All questions received by the General Services 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 Vendor Preference Section 2-290 of the City Code, which allows a five percent (5%) or \$25,000.00, whichever is less, on purchases in excess of \$25,000.00 to qualified City and/or County businesses.

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 one (1) 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 **City Landscaping 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
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SUBMISSION DEADLINE: Monday, **September 14, 2026**, AT **3:00 PM EST**

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All Responses received by the deadline, Monday, **September 14, 2026**, will be opened and recorded in the presence of one or more witnesses within the Council Chambers, at the address listed above, **Room 200**, on the submission deadline at **3:00 PM EST**.

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 General Services Department at 863.763.9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday

A **Pre-Submittal Meeting** will be held on Monday, **August 24, 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. GS 01-32-08-26 for City Landscaping Services.**
- 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 the 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:

Exhibit A	Scope of Services
Exhibit B	Rate Schedule

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	Local Vendor Preference Form
Form 10	Single Execution Affidavits

EXHIBIT "A"
CITY LANDSCAPE SERVICES
SCOPE OF SERVICES

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

1. **Mowing:** Turf areas shall be maintained in a healthy, growing, green, trim condition. All grass areas should be mowed no less than 38 times a year, with an expected 40 to 43 to include preparation for special events. Mowing height shall be maintained by about 2-3 inches or as conditions require.

Trimming: Grass shall be trimmed during, or as an immediate operation following mowing. Turf will be trimmed at the same height as adjacent turf. Areas requiring trimming include but are not limited to trees, sprinklers, edges, plant beds, and all other objects as required by designee.

Edging: Edging of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, patios, decks will be completed during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depth.

2. **Tree trimming and pruning:** Company shall perform routine canopy lifting and removal of low-hanging branches as part of landscape maintenance. Tree pruning shall be limited to minor maintenance pruning and shall not exceed twenty-five percent (25%) of the live canopy during any twelve-month period.

Minimum clearances shall be maintained as follows:

- Eight (8) feet over sidewalks and pedestrian walkways
- Ten (10) feet over parking areas
- Fourteen (14) feet over streets, roadways, and alleys

Branches shall also be pruned as necessary to maintain visibility of traffic control devices, street name signs, lighting fixtures, security cameras, and landscaping features. All pruning shall conform to current ANSI A300 pruning standards and applicable ISA Best Management Practices.

3. **Symmetrical trimming of hedges:** Hedges shall be maintained with symmetrical lines and uniform appearance. Formal hedges shall be trimmed to maintain consistent height, width, and shape throughout the length of the hedge. Hedge sides shall be plumb and evenly tapered, with the top slightly narrower than the base to promote adequate sunlight penetration and healthy growth. Shrubs shall not obstruct sidewalks, pedestrian pathways, signs, lighting, utilities, intersections, or sight distances. Dead, damaged, diseased, or unsightly branches shall be removed during each maintenance cycle. All debris generated from trimming operations shall be removed from the site on the same day service is performed. Company shall avoid excessive shearing that damages plant health or natural growth habits.

4. **Weed removal:** All weeds shall be manually removed or treated with approved

herbicides as necessary. Landscape beds shall be maintained in a weed-free condition at all times. Grass encroachment into planting beds shall be removed during each service visit. Sidewalks, curbs, gutters, and paved surfaces shall be blown clean following maintenance activities.

5. **Edging along sidewalk:** All turn areas adjacent to sidewalks, curbs, pedestrian pathways, driveway, and other hardscape surfaces shall be edged to maintain a clean, neat, and professional appearance.
6. **Mulch installation:** No less than twice a year. Existing mulch should be removed before new red mulch is installed. Red mulch shall be applied uniformly to a finished depth of 3 inches. Mulch shall be maintained at a consistent depth throughout all planting beds. Company shall remove excess mulch from sidewalks, curbs, pavement, and turf immediately following installation.

Areas to avoid mulch installation:

- Playground at Centennial Park
- Palmettos in Cattleman's Park
- Primitive Baptist Church
- Raulerson Cabin

7. **Application of fertilizer when needed:** Fertilizer shall be granular commercial-grade products appropriate for the plant material being maintained. Applications shall comply with all applicable federal, state, county, and municipal regulations. Turf areas, shrubs and tree plantings shall receive fertilizer applications sufficient to maintain healthy growth and appearance.

Areas to avoid fertilizer application:

- Playground at Centennial Park
- Palmettos in Cattleman's Park
- Primitive Baptist Church
- Raulerson Cabin

8. **Application of insecticide as needed:** Company shall inspect landscape areas during each service visit for evidence of insect infestation, disease, or other pest-related damage. Insecticides shall be EPA-registered and applied in accordance with label direction and all applicable regulations.
9. **Trash/debris removal:** On the day of each service, Company is responsible for all trash/debris/clippings to be removed from property location.

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 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 Service Locations**

Landscape maintenance of the following locations:

1. City Hall
2. City Hall Park
3. Police Department and Chamber of Commerce
4. Flagler Park
5. Centennial Park
6. Medians: South Parrott Ave (US HWY 441), South Park ST, South to South 23rd ST, including flower/shrub/tree beds
7. Medians: North Parrott Ave (US HWY 441), North Park ST (SR 70), to North 14th ST, including flower/shrub/tree beds
8. Medians: North Park ST (SR 70), West, from NW 3rd AVE to NW 4th AVE, including flower/shrub/tree beds (approx. 324' X 23')
9. Medians: North Park ST (SR 70), East, between SE 8th AVE to SE 10th AVE (East end of median approx. 513' X 3 1/2'), between SE 10th AVE to SE 13th AVE (East end of median approx. 267' X 13 1/2")
10. Planting beds and sidewalks: South Park ST, West 6th AVE to East 2nd AVE
11. SW 7th AVE planting bed in 100 block
12. Medians: SW 5th AVE, SW 3rd ST, SW 4th ST, SW 6th ST, SE 4th ST
13. Mowing unimproved ROW, NW 9th AVE and NW 6th ST, (adjacent to CenturyLink property)
14. Island on NW 5th AVE and North Park ST (SR 70 West)
15. Mowing unimproved ROW between SE 8th ST and SE 9th ST, beginning at SE 9th AVE, east to Taylor Creek
16. Raulerson Cabin, 811 SW 2nd AVE
17. Primitive Baptist Church, 1003 SW 3rd AVE



(1) City Hall



(2) City Hall Park



(3) Police Dept. & Chamber of Commerce



(4) Blocks within Flagler Park



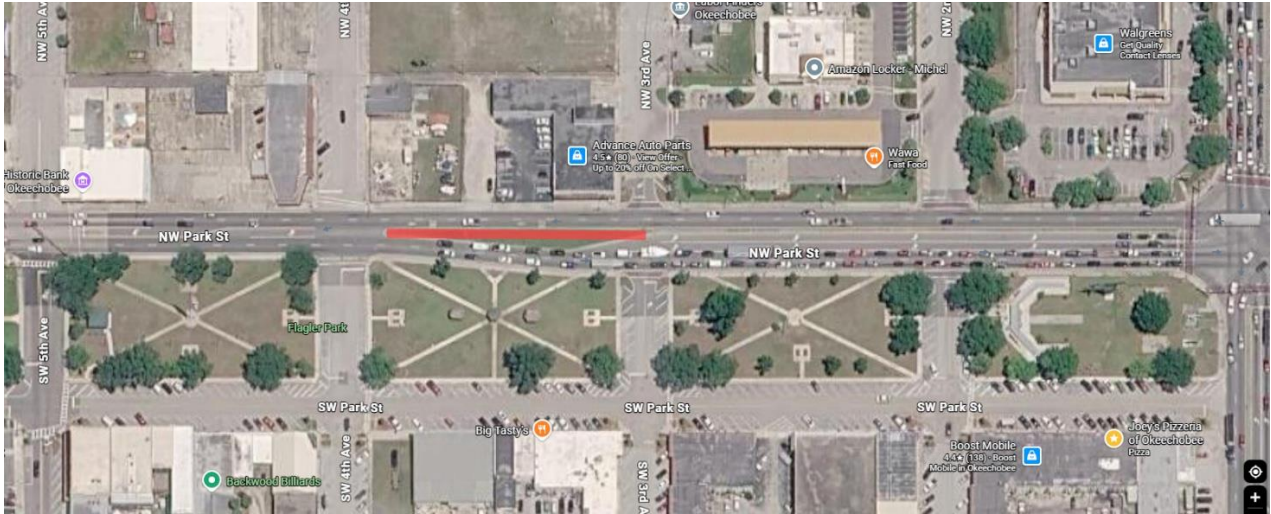
(5) Centennial Park



(6) Medians: South Parrott AVE (US HWY 441), South Park ST to South 23rd ST



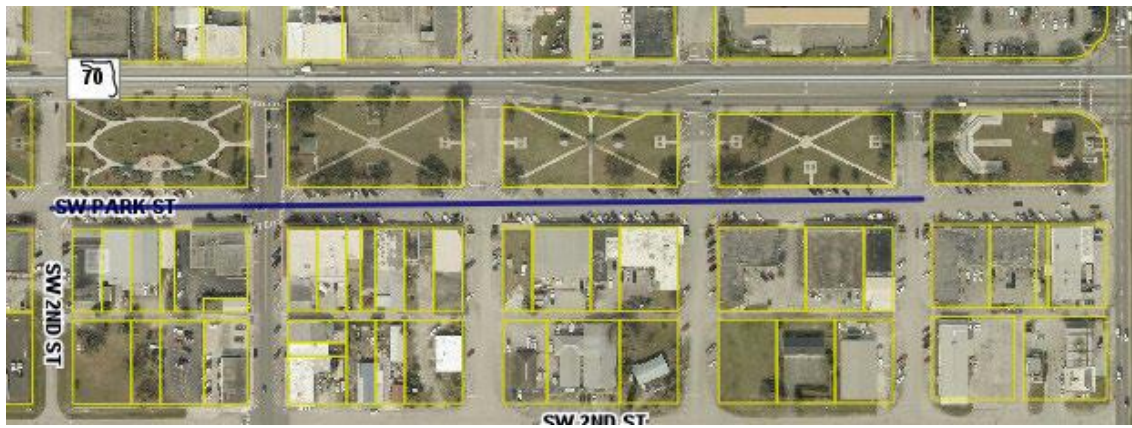
(7) Medians: North Parrott AVE (US HWY 441), North Park ST (SR 70), to North 14th ST



(8) Medians: North Park ST (SR 70 West), West, from NW 3rd AVE to NW 4th AVE, (approx. 324' X 23')



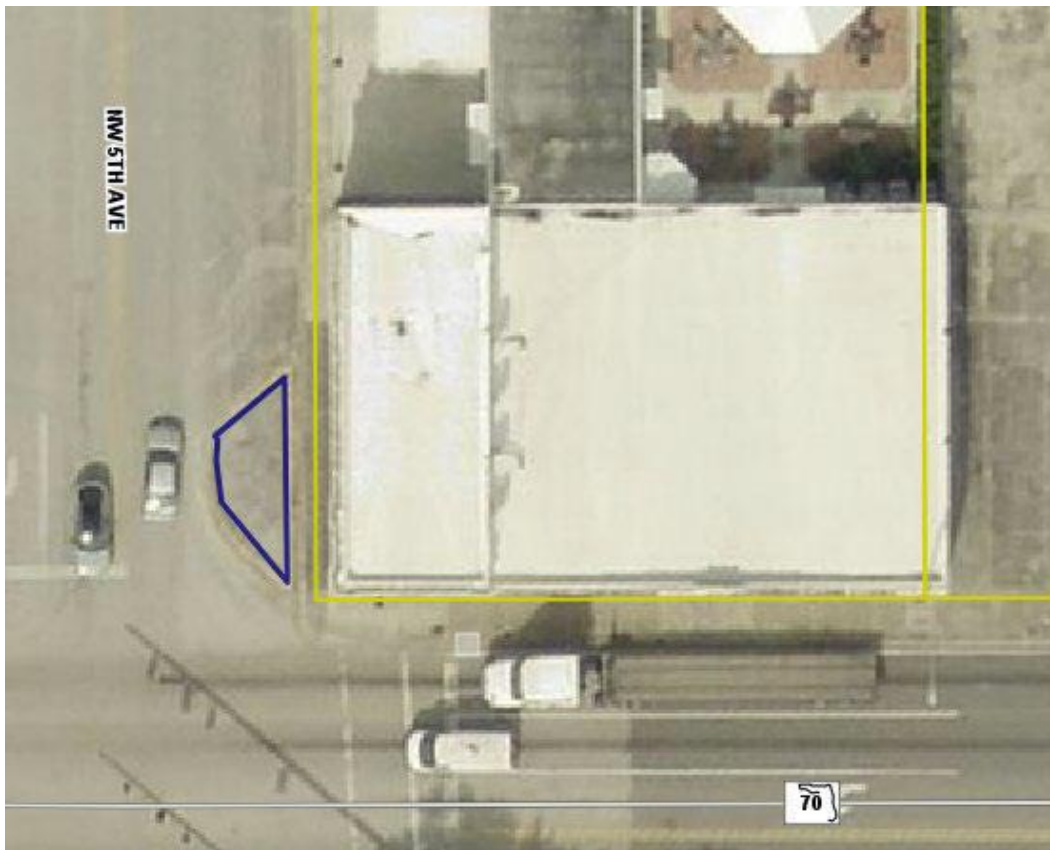
(9) North Park ST (SR 70 East), East, between SE 8th AVE to SE 10th AVE (East end of median approx. 513' X 3 ½'), between SE 10th AVE to SE 13th AVE (East end of median approx. 267' X 13 ½')



(10) Planting beds & sidewalks: South Park ST, West 6th AVE to East 2nd AVE



(11) SW 7th AVE planting bed in the 100 Block



(14) Island on NW 5th AVE & North Park ST (SR 70 West)



(15) Mowing unimproved ROW between SE 8th ST & SE 9th ST, beginning at SE 9th AVE East to Taylor Creek



(16) Raulerson Cabin, 811 SW 2nd AVE



(17) Primitive Baptist Church, 1003 SW 3rd AVE.

EXHIBIT "B"
RATE SCHEDULE AND PAYMENT TERMS

Company Name _____ **RFP No. GS 01-32-08-26**

Description	Monthly Cost	Annual Cost
General landscape and maintenance of all locations identified in the Scope of Services.		
Tree trimming		
Mulch		
Fertilization		
Additional breakdown if needed:		
TOTAL COST		
Payment Terms		

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)
 - 3A Certificate of Authority (for Corporations or Partnerships)
 - 3B 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 Local Vendor Preference
- _____ Form 10 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 _____ 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

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.

Signature

Printed Name and Title

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 Issuance Date
(include name and license #) *

*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: _____ Date: _____
Signature of Authorized Officer

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
LOCAL VENDOR PREFERENCE ELIGIBILITY FORM

TO BE EXECUTED BY BIDDERS AND SUBMITTED WITH YOUR BID.

Local vendor preference is determined per City Code, Section 2-290 – Local vendor preference. City of Okeechobee reserves the right to request further proof of documentation of any certification or claim contained herein.

Section 1 – Vendor Information

- Business Name: _____
- Owner/Authorized Representative: _____
- Business Address: _____
- City, State, ZIP: _____
- Phone: _____ Email: _____
- Website (if applicable): _____

Section 2 – Local Business Qualification

To qualify for local vendor preference, you must meet **all** of the following:

1. Business has a physical office located within City of Okeechobee/Okeechobee County limits.
2. Business pays applicable local business taxes.

Please check all that apply:

- ☐ Physical office in City of Okeechobee or Okeechobee County
- ☐ Active local business tax receipt attached
- ☐ Proof of latest paid property taxes for business location

Section 3 – Certification

I certify that the information provided is true and correct. I understand that falsification or misrepresentation may result in disqualification from the bidding process and possible legal action.

Signature: _____

Printed Name: _____

Title: _____

FORM 10
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. 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#: _____)

List of 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-Verity
- Acknowledgement, Warranty and Acceptance

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

By: _____ Date: _____
Signature of Authorized Officer

Printed 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
Commission No. _____

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.

Signature

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.

Signature

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.

Signature

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.

Signature

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.

Signature

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.

Signature

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.

Signature

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' 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.

Signature

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

Signature

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:

1. 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;
2. 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";
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. 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.

Signature

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. GS 01-32-08-26** 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.

Signature