

CALL FOR BIDS

Florida Keys Electric Cooperative Association, Inc. (FKEC), hereby gives notice to prospective bidders that proposals will be received by **FKEC**, at the Procurement Department, procurement@fkec.com until 1:00 p.m. on **January 18, 2018** for:

FKEC BID #18-03 SPECIFICATIONS FOR RIGHT-OF-WAY VEGETATION TRIMMING SERVICES

In order to insure an open and full competitive bidding process, and maintain compliance with FEMA's *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules)*, FKEC has instituted DemandStar system to provide current information to potential bidders. This system will allow you to receive bid information quickly and at your convenience 24 hours a day, seven days a week. Specifications may be obtained from the website at www.DemandStar.com. Registered vendors will be notified automatically of all Requests for Proposals. Bids and Proposals can also be found at <http://www.fkec.com/FormService/projectbids.cfm>

All Bidders are required to:

Send Bid Proposals electronically to: procurement@fkec.com

FKEC BID #18-03 SPECIFICATIONS FOR RIGHT-OF-WAY VEGETATION TRIMMING SERVICES

*Florida Keys Electric Cooperative
FKEC Bid # 18-03
Procurement Department
PO Box 377
91630 Overseas Highway
Tavernier, FL 33070*

It is the sole responsibility of each Bidder to deliver its Proposal to FKEC at the place designated for receiving Proposals and prior to the time for opening Proposals last announced to Bidders. Any Proposal received after the time last announced for opening Proposals may be retained by FKEC or returned to the Bidder, but such Proposal shall be rejected as not responsive.

NOTE: FKEC will entertain questions for clarification until **January 15, 2018 at 3:00pm**. All questions must be submitted in writing by email to procurement@fkec.com. No questions will be answered after that date.

Each proposal should constitute an offer to **FKEC**, as outlined therein, and should be irrevocable after the time announced for the opening thereof.

FKEC reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which **FKEC** deems to be in the best interest of FKEC.

/s/ Walt Stephens _____

Walt Stephens

Director of Safety, Loss Control & Procurement

GENERAL

Florida Keys Electric Cooperative (FKEC) is the public power utility for the Upper and Middle Florida Keys. Headquartered in Tavernier, Florida, FKEC provides electricity from the Seven-Mile Bridge to Ocean Reef and the Monroe County Line, and services more than 32,000 meters. FKEC presently has an authorized workforce headcount of 118, with an actual headcount of 114. FKEC recognizes the Union as the exclusive collective bargaining agent for all employees of FKEC working in the Union classified positions. Employees are divided between two work locations: Tavernier and Marathon, and among seven departments: Executive, Finance, Human Resources, Engineering, Transmission, Distribution, and Member Services.

The Cooperative was formed as a corporation in the state of Florida in 1940, and in 1944 was recognized by the Internal Revenue Service as being federal income exempt tax under section 101(10) of the Revenue Act of 1939 (now section 501 (c) (12) of the Internal Revenue Code). FKEC currently imports all of its power supply and uses local generation for emergency back-up only. The utility relies on power from the mainland because it is far less expensive than local generation.

Today, FKEC maintains a highly respected position within its local community, and within the National Rural Electric Cooperative Association, for its dedication to reliable electric service and forward thinking initiatives.

FKEC and its representatives have exercised due care in preparing this Request for Proposal (RFP). All information contained herein is believed to be substantially correct. However, bidders should verify information independently if desired. FKEC and its representatives do not warrant the accuracy of information contained herein.

SCOPE OF SERVICES

FKEC requests Proposals for a Right-of-Way Vegetation Clearing and Trimming Services provider. Contracted services are enumerated in Scope of Services. The contract will be for a three-year term.

1. Contractor agrees to perform miscellaneous services for FKEC at such time and place as may be designated by authorized representatives of FKEC. This agreement is to supply line clearing in accordance with the International Society of Arboriculture and utility line clearance standards. Line clearing is to be accomplished with the following guidelines:
 - a. a) Primary - 10 ft.
 - b. b) Open secondary - 5 ft.
 - c. c) Service - 3 ft.
 - d. d) Invasive vegetation (e.g., Holly or Australian Pines etc.) in the right of way is to be removed and killed.
 - e. e) Palms in the right of way that are interfering with lines or poles will be removed with homeowner's permission.All removals not in the right of way will be with the homeowner's permission and with a signed release. After the removal, the release will be turned in with the time sheets to FKEC.
2. Contractor shall, at his own risk and expense, perform promptly and diligently all authorized work in a good, proper and workmanlike manner as specified by the representatives of FKEC. Contractor shall sub-contract and be legally responsible for any specialized services as may be required with prior written approval by FKEC. Contractor is only authorized to perform work within the perimeter of FKEC's power lines while on time billed to Owner. Any trimming outside such limits is unauthorized and may be subject to termination of this Agreement.
3. The Contractor shall furnish all labor, tools, equipment, transportation, fuel and materials and they shall be of high quality in every respect. Contractor shall furnish contractor's employees and they shall be skilled in performing the tasks assigned to them. Contractor's employees working within 10 feet (10') of energized lines shall be trained at the expense of the Contractor as directed by FKEC. Contractor shall provide verification of such training prior to the commencement of work. Contractor's employees shall wear suitable work uniforms and proper personal safety equipment conforming to all State and Federal safety rules and regulations and shall be as clean and in as good appearance as the job conditions permit. Contractor's employees shall conduct themselves in a courteous and professional manner recognizing the need for good relations to the members of FKEC. Contractor shall keep its equipment in neat appearance and in good operating condition at all times. Contractor shall use modern tools and shall keep them in good working order. Contractor shall insure that adequate first-aid supplies are a part of the standard equipment on all vehicles.
4. Contractor shall take necessary safety precautions to protect human life, and public and private property. All work must be in accordance with Federal, State, and Local regulations. No work shall be considered satisfactory unless it is done safely and without incident. All work shall be subject to inspection at any time by representatives of FKEC and any or all work in progress shall be stopped immediately by the Contractor upon request of the representatives of FKEC. Contractor shall be solely responsible to use approved safety methods in the performance of all work to protect his employees

and/or other persons. Failure of the Contractor to comply with any of these provisions shall be considered breach of contract.

5. The Contractor will indemnify, defend, and hold harmless FKEC and all of its trustees, officers, agents, and employees from all suits, actions, claims, demands, and liabilities of the Contractor's negligent performance and execution of this maintenance contract, excluding those which arise out of any act or omission of FKEC. Such indemnification includes, but is not limited to, any and all suits, actions, claims, demands, and liabilities made by subcontractors and employees of the Contractor. Contractor will also pay all costs from claims arising out of the performance and execution of this contract, including all attorney fees. The Contractor will maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability will be \$1,000,000 for bodily injury and property damage. If this insurance is canceled, the Contractor will provide FKEC with a minimum 30-day prior written notice. The Contractor will also furnish FKEC a certificate of insurance which shows that the above insurance obligations are provided for by a qualified insurance carrier, and which shows FKEC as an additional insured or co-insured on such insurance.
6. Contractor shall comply with all Federal, State, County, Municipal, and/or other laws, ordinances, rules and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits or fees required. Contractor accepts exclusive liability for and agrees to properly comply with all governmental requirements in regard to deductions and payment of Social Security Taxes, Withholding Taxes, Unemployment Compensation contributions and any other taxes applicable to materials or equipment furnished. Contractor shall save harmless and indemnify FKEC from and against the payment of any and all sums of money caused by the failure of the Contractor to comply with such laws or requirements.
7. Contractor shall verbally advise FKEC's representative daily as to the progress, crew size, and location of the work being performed. All irregular plant or tree conditions affecting the property of FKEC shall be reported as soon as possible upon recognitions as such. Contractor shall furnish FKEC with suitable written weekly reports, due each Monday morning, indicating the nature, character and location of work performed, the dates of the performance, the daily manpower and equipment available as well as the number of trees trimmed and removed, the number of spans trimmed, and any other pertinent information needed to properly describe or measure the work performed that week prior. These weekly reports must be approved by FKEC for submittal on monthly invoices.
8. As full consideration, FKEC shall pay the Contractor for properly authorized and completed work at the rates set forth in the attached Attachment A. The rates include wages paid, insurance, taxes, supervision, hand tools, equipment operation cost, maintenance cost, depreciation, employee transportation, claims, overhead, and any other associated labor, materials or equipment costs, and profit. All dumping shall conform to all local, State and Federal rules and regulations.
9. Payment for the work shall be made by FKEC after receipt of monthly invoices based on weekly reports, net fifteen days after receipt, subject to the reconciliation of the invoices to the weekly reports and subject to weekly approval and acceptance of the

work by the designated representatives of FKEC.

10. Neither party to this Agreement shall advertise, publicize, or otherwise release for general circulation any aspect of this Agreement, or of any transaction or activity directly or indirectly connected with this Agreement, without the express written consent of the other party; provided, however, that such consent shall not be withheld unreasonably.
11. Unless otherwise specified in Attachment A, billing shall be computed by considering the hours worked to begin and end at suitable assembly points reasonably near the job sites. A normal work week is based either on a forty (40) hour week of five (5) days, eight (8) hour days, Monday through Friday, or four (4) ten (10) hour days. The duration of this contract is three years. Owner shall not compensate Contractor for overtime, holidays, lunch breaks, travel time, or for any time lost due to weather conditions, equipment breakdowns or other delays which disrupt a work week period. However, if time is thus lost, the contractor, with FKEC's authorization, may lengthen the day or extend the week through Saturday, weather and other conditions permitting, in order to make up the lost time. Contractor shall work five (5) eight (8) hour days, 8:00am to 4:30pm, Monday through Friday, or four (4) ten (10) hour days as agreed upon by FKEC and Contractor. FKEC must agree to and be notified of any changes to Contractor's work schedule. The Contractor Foreman will notify FKEC of any crew make-up changes the morning of the change.

FKEC observes the following holidays (no work is allowed on these holidays to prevent disturbances to our customers):

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day

If any holiday falls on Saturday, it shall be observed the Friday preceding the holiday, and if any holiday falls on Sunday, it shall be observed the following Monday.

12. The purpose of this Agreement is to establish and set forth responsibilities, obligations, agreements, rates and to place liability on the Contractor to the fullest extent legally proper. This Agreement itself does not authorize the Contractor to perform any work for FKEC until executed, including the proper addenda, and shall cover and be considered a part of any and all Purchase Orders issued to the Contractor by authorized agents of FKEC. This agreement cancels and supersedes all prior agreements now in effect between the Contractor and FKEC.
13. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto, but may not be assigned by the Contractor except with written consent of FKEC.
14. FKEC requires that all crew members as well as the Supervisors of the crews will receive background checks and make the information available to FKEC before the Contractor crews begin working in the FKEC service territory.

Submittal Requirements

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements stated below. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Required Information

- 1. Title Page.** Show the name of Respondent's firm, address, telephone number, name of contact person, date and the subject: *Request for Proposals for Right-of-Way Vegetation Trimming Services for Florida Keys Electric Cooperative.*
- 2. Table of Contents.** Include a clear identification of the material by selection and by page number.
- 3. Cover Letter and Executive Summary.** This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit the firm's resources (e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). The letter must indicate the legal status of the Contractor (sole proprietorship, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4. Firm Overview.** Provide a brief history and description of your firm's business organization and its consulting expertise and experience as it relates to the requirements discussed previously. Include the location of offices and the number and types of Contractors or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.
- 5. Relevant Expertise and Experience.** Provide a narrative statement regarding your consulting experience and experience as it relates to the Scope of Services of the RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in the RFP.
- 6. References.** The Contractor shall provide at least three references, within the past five years of clients for whom these requested services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.
- 7. Cost Proposal.** The cost proposal shall identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract, using Attachment A. Please include a copy of your company's current travel policy. The evaluation process is designed to award this contract not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP.
- 8. Personnel.** Provide the names, proposed roles, and experience of the personnel that would perform contracted services, and specifically identify the primary person(s) who will be responsible for managing the relationship with FKEC.

Addenda and Supplemental Information

Any and all addenda to the RFP will be provided to all Proposers who received the initial RFP and provided contact information to FKEC, should it become necessary for FKEC to make revisions, request additional information, or respond to written inquiries relating to the RFP. It is the responsibility of potential proposers to timely submit contact information to facilitate receipt of addenda and supplemental information requests, if issued.

Evaluation and Award Criteria

A Selection Committee appointed by FKEC will evaluate and rank each Proposal.

Review of Proposal - FKEC's designated selection committee will review responses to the RFP. Selections will be based on completeness of proposals and on which Firms demonstrate the best combination of expertise, experience, project understanding, and approach.

Evaluation Criteria – The Selection Committee will evaluate and score proposals on the basis of the responsiveness to the requirements of this RFP. Proposals will be evaluated on the basis of the following criteria:

Selection Criteria

The following weighted criteria will be utilized to select the Contractor to be awarded this contract:

Qualifications of the Firm	20
Qualifications of Staff	20
Relevant Past Performance	20
Technical Approach	20
Cost Proposal	20
TOTAL	100

Anticipated Schedule (subject to change)

January 4, 2018	Post Bid
January 15, 2018	Questions Due
January 18, 2018	Bid Opening
January 19, 2018	Notice of Intent to Award
January 22, 2018	Notice to Proceed

FLORIDA KEYS ELECTRIC COOPERATIVE
PROFESSIONAL SERVICE AGREEMENT
TERMS & CONDITIONS

Scope of Service:

Awarded Contractor will perform consulting services under this professional service Agreement as requested and authorized by Florida Keys Electric Cooperative.

Payment:

For services furnished, FKEC shall pay the awarded Contractor upon submission of invoices the services using a fixed "not to exceed" amount for specified project.

Contractor's Organizations

The Contractor is a corporation organized and operated under the laws of the State of Florida. It is expressly agreed that the corporation may be changed by addition or reduction in the number of the partners or redistribution of the partnership interests. The Contractor may assign the compensation from this Agreement to any other entity.

Professional Services

1. The Contractor shall be Contractor and advisor to FKEC as an independent contractor and shall not be an employee of FKEC. The Contractor shall not be an agent or representative of FKEC except that the Contractor may act as FKEC's agent in providing consulting services to the degree specifically authorized by FKEC.

2. The Contractor represents that the services furnished under this Agreement will in accordance with generally accepted professional practices. Any estimate of cost of operation furnished by the Contractor shall be the Contractor's opinion based upon its professional judgment and experience. The Contractor makes no other representation or warranty, express or implied.

Change in Scope and Delay

1. If the provisions for payment in the Agreement provide for a fixed fee or a maximum payment for services, such fee or maximum is for the Scope of Services described in the Agreement. If the Scope of Services is modified so that more or less work or time is required, and such modification is accepted by FKEC and the Contractor, the fee or maximum and the time shall be equitably adjusted.

Relating to Payment

1. The Contractor's "Salary Costs" allow for basic salary and personnel benefits, including: Life, accident, disability and medical insurance; sick leave, holiday and vacation pay; social security, workers' compensation, unemployment and compensation and pension retirement contributions; and similar employment – related cost shall be included in the proposed "not to exceed" price.

2. The Contractor's "Out-of-Pocket Expenses" are those expenditures made by the Contractor, other than Salary Costs, costs of reproduction and computer services and costs of Special Contractors and Subcontractors, which are directly chargeable to the project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by FKEC in addition to the types and amounts currently carried by the Contractor, taxes other than those levied on the profits or net income of the Contractor, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work shall be included in the proposed "not to exceed" price on the project.

Insurance

The Contractor shall maintain in effect, professional liability, commercial general liability (bodily injury and property damage) and commercial automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the Contractor assigned to the prosecution of work under this Agreement, with each policy having maximum limits of not less than \$2,000,000, and statutory workers' compensation protection. These policies shall include the Additional Insured for Comprehensive General Liability Insurance Certificate and the Waiver of Transfer of Rights of Recovery Against Others, known as the Waiver of Subrogation for the General Liability and Workers Compensation policies.

The Contractor shall supply to FKEC a description of each such insurance policy currently in effect, specifying the amount thereof and, upon any changes thereto; the Contractor shall promptly notify FKEC. The Contractor will obtain and thereafter maintain in effect, if reasonably available, such additional insurance as may be requested by FKEC, the cost of which shall be reimbursed by FKEC.

Liability

In partial but specific consideration of the execution of this Agreement, FKEC and Contractor agree as follows:

1. The Contractor shall indemnify and hold all harmless FKEC and its governing board, officers, and employees from all claims, expenses and liability, following operation of applicable rights of contribution, arising out of negligent acts, errors or omissions of the Contractor and its employees, including claims made by employees of the Contractor.
2. FKEC shall indemnify and hold harmless the Contractor, its partners, officers, employees and subcontractors from all claims, expenses and liability, following operation of applicable rights of contribution, arising out of neglect acts, errors or omissions of FKEC and its employees, including claims made by employees of FKEC.
3. In any and all claims an employee of the Contractor or FKEC, the indemnification obligation under this paragraph entitled "Liability" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
5. FKEC and the Contractor acknowledge and agree that none of the services provided by the Contractor under this Agreement are intended to pertain to conditions with respect to the safety of the Utility, technical adequacy of any design not provided by the Contractor, or conformance by FKEC with agreements, codes, permits, rules, or regulations relating to FKECship, operation and maintenance of the properties comprising the Utility (except for any obligations specifically assumed or contracted for by the Contractor pursuant to special provisions of a Professional Services Agreement and except as may be prescribed by the rules of practice for a professional Firm by the Florida Institute of Contractors for services provided under the Agreement).

Suspension or Termination of Services

FKEC or the Contractor may suspend or terminate any or all services covered in this Agreement at any time upon written notice in which event FKEC shall pay the Contractor upon submission of invoices for all services rendered and expenses incurred to the effective date of such suspension or termination. This agreement may be terminated without cause by either party within sixty (60) days written notice.

Equal Opportunity

The Contractor will not knowingly discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, marital or veteran status or physical handicap. The Contractor will take affirmative action to the end that applicants are employed, and that employees are treated during employment, without such discrimination.

Severability and Heading

1. If any part of this Agreement, including, but not limited to, any provision, paragraph, clause, phrase or words, is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder shall be given full force and effect.

2. The descriptive headings used in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

Notice

All notices relating to this Agreement shall be in written form delivered in person or by Express Mail, Registered or Certified United States Mail, postage prepaid, to the Contractor or to FKEC to the attention of its chief executive officer at the last business address of the Florida office of the addressee known to the sender.

Applicable Law

This Agreement shall be interpreted in accordance with the law of the State of Florida.

Attachment A

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed at cost without mark-up.

LABOR	STRAIGHT TIME (ST)	OVERTIME (OT)
Lead Foreperson	\$	\$
Foreperson	\$	\$
Trimmer	\$	\$
Apprentice Trimmer	\$	\$
Other _____	\$	\$
Other _____	\$	\$
Overtime applies after 40 hours Straight Time		

EQUIPMENT	HOURLY BILLING RATE
Pick-up Truck	\$
Bucket Truck	\$
Hydraulic Dump Truck	\$
30-Yard Split Dump	\$
Disc Chipper	\$
Drum Chipper	\$
Chain Saws	\$
Other _____	\$
Other _____	\$
Equipment will be billed at above rates for all hours ST and OT	

FKEC reserves the right to utilize the above labor and equipment at the above hourly rates to work anywhere within their service territory.

Please include a copy of your company's current travel policy with the bid submittal.

EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS.

BIDDER'S STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to FKEC's Terms & Conditions, Indemnification Clause, and insurance clause herein. Which will become a part of the contract, the signing of this statement confirms the Vendor's acceptance.

DATE: _____

FIRM NAME: _____ EMAIL: _____

SUBMITTED BY: _____
Print Name & Title

SIGNATURE: _____

WITNESS: _____

NOTICE: THIS SIGNATURE PERTAINS TO THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THE ENTIRE TERMS & CONDITIONS. ANY EXCEPTIONS TO THIS AGREEMENT SHOULD BE NOTED SEPARATELY.

FAILURE TO COMPLETE ABOVE NOTED DOCUMENT WILL RESULT IN NON-COMPLIANCE WITH THESE SPECIFICATIONS.

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Print Name _____

Vendor's Signature _____

Date: _____

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

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

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

If the entity has no FEIN, include the Social Security Number of the individual signing sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employee, members, and agents who are active in the management of an affiliate. 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 an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means:
 - a. 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.
 - b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please 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 the 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, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, 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 is 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 IN PARAGRAPH ONE (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 PROVIDE IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____ of 20_____.

NOTARY PUBLIC
My Commission Expires:
FOR-094

Revised: 01/03/2018

BID FORM

FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

FKEC BID #18-03

SPECIFICATIONS FOR RIGHT-OF-WAY VEGETATION TRIMMING SERVICES

The undersigned proposes to complete this Project and furnish all materials (except Owner Furnished Materials), labor, tools, supervision, equipment, and services required for the proper completion of this Project in accordance with the CONSULTING CONTRACT titled: FKEC BID #18-03 SPECIFICATIONS FOR RIGHT-OF-WAY VEGETATION TRIMMING SERVICES for the total Not to Exceed price of:

Total "Not to Exceed Price" (Required): \$ _____

ATTEST:

Bidder

Address

President (signature)

President (print name)

Dated _____

By _____
Secretary (signature)

Secretary (print name)

Dated _____

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.