

Solicitation 962-9385

Lot Maintenance, Community Development Properties

City of Fort Lauderdale

Bid 962-9385 Lot Maintenance, Community Development Properties

Bid Number 962-9385
Bid Title Lot Maintenance, Community Development Properties

Bid Start Date In Held
Bid End Date Feb 14, 2006 2:00:00 PM EST

Bid Contact Carrie Keohane
Procurement Specialist I
Procurement Services
954-828-5141
ckeohane@fortlauderdale.gov

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is actively seeking bids from qualified bidders, for an annual contract to furnish all labor, materials for lot clearing and maintenance services in various Community Development locations.

Item Response Form

Item 962-9385-1-01 - Mowing, 1-4,999 sq.ft.
Quantity 1 square foot
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Parcel size 1 - 4,999 / square foot

Item 962-9385-1-02 - Mowing, 5,000-5,999 sq. ft.
Quantity 1 square foot
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Parcel Size 5,000-5,999 / square foot,
For tabulation purposes Item #2 as teh average of 5,000 square footage x approx. 50 cuts x 26 services a year, will determine the average annual cost.

Item 962-9385-1-03 - Mowing, 6,000-7,999 sq.ft.
 Quantity 1 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Parcel size 6,000 - 7,999 / square foot

Item 962-9385-1-04 - Mowing, 8,000 - 9,999 sq.ft.
 Quantity 1 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Parcel size 8,000 - 9,999 / square foot

Item 962-9385-1-05 - Mowing, 10,000 - 35,000 sq.ft.
 Quantity 1 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Parcel size 10,000 - 35,000 / square foot

Item 962-9385-1-06 - Mowing, over 35,000 sq.ft.
 Quantity 1 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Parcel size over 35,000 / square foot

Item 962-9385-1-07 - Trash & debris removal, first 27 cu.ft.

Quantity 1 cubic foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Trash and debris removal, first 27 cubic feet (3'x3'x3'), or is it included in the above price?

Item 962-9385-1-08 - Trash & debris removal, other trash/debris
 Quantity 1 cubic foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Trash and debris removal, other trash/debris, includes tipping fees

Item 962-9385-1-09 - On-call trash removal fee
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

On-call trash removal fee to visit one site

Item 962-9385-1-10 - Drive by maintenance
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Drive by maintenance (no mowing) fee to visit ALL sites once trash and debris is initially removed

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit <http://www.dos.state.fl.us/doc/>

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?
MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or

origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated

- in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees

affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic

substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the

City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.



Document in Process

This document is currently being revised. The final document will be available soon.

If you have any questions, please contact RFP Depot Customer Support (support@rfpdepot.com) and reference the bid associated with this document.

X	Quad	HCD Maintenance List January 2006	Parcel ID_2	Address	Wide	Deep	Sq_Ft	2nd List
	HOPWA	1 single family home	Deerfield Beach	0611 NE 39 St	80	100	8,000	8000
	HOPWA	2-story multi-family complex	Fort Lauderdale	3731 SW 1 St	77	100	7,700	7700
	HOPWA	Vacant & fenced lot	Fort Lauderdale	0637 SW 15 Ave	100	400	40,000	40000
	HOPWA	3 building complex	Hollywood	2030 Dewey St	120	135	16,200	16200
	HOPWA	1 single family fenced home	Hollywood	5812 Plunkett St	33	105	3,465	3465
	NE	9234031890	4942-34-03-1890	1210 NE 5 Ter	65	135	8,775	8775
	NE	9234032160	4942-34-03-2160	1216a NE 5 Ave	50	135	6,750	6750
	NE	9234040030	4942-34-04-0030	1139 NE 3 Ave	50	135	6,750	6750
	NE	9234041051	4942-34-04-1051	1131 NE 6 Ave	50	135	6,750	6750
	NE	9234041190	4942-34-04-1190	1105a NE 6 Ave	75	135	10,125	10125
	NW 1	0205010050	5042-05-01-0050	2217 NW 6 PL	50	112	5,600	5600
	NW 1	0205010300	5042-05-01-0300	2212 NW 6 PL	50	112	5,600	5600
	NW 1	0205011510	5042-05-01-1510	2218 NW 8 St	50	117	5,850	5850
	NW 1	0205011750	5042-05-01-1750	2154 NW 7 Ct	50	112	5,600	5600
	NW 1	0205011870	5042-05-01-1870	2139 NW 7 St	50	112	5,600	5600
	NW 1	0205012070	5042-05-01-2070	0657 NW 21 Ter	10	959	9,590	9,590
	NW 1	0205080210	5042-05-08-0210	2316 NW 9 Ct	50	115	5,750	5,750
	NW 1	0205090010	5042-05-09-0010	2201 NW 8 St	42	115	4,830	4,830
	NW 1	0205090070	5042-05-09-0070	2222 NW 9 Ct	50	115	5,750	5,750
	NW 1	0205090081	5042-05-09-0081	2200 NW 9 Ct	243	115	27,945	27,945
	NW 2	9234055600	4942-34-05-5600	0909 NW 3 Ave	50	135	6,750	
	NW 2	9234055920	4942-34-05-5920	0924 NW 3 Ave	60	135	8,100	
	NW 2	9234063210	4942-34-06-3210	0847 NW 1 Ave	50	135	6,750	
	NW 2	9234063340	4942-34-06-3340	0806 NW 2 Ave	75	135	10,125	
	NW 2	9234063760	4942-34-06-3760	0845 NW 3 Ave	75	135	10,125	
	NW 2	9234063790	4942-34-06-3790	0831 NW 3 Ave	50	135	6,750	
	NW 2	9234063791	4942-34-06-3791	0829 NW 3 Ave	50	135	6,750	
	NW 2	9234063792	4942-34-06-3792	0825 NW 3 Ave	50	135	6,750	
	NW 2	9234063830	4942-34-06-3830	0807 NW 3 Ave	50	135	6,750	
	NW 2	9234067350	4942-34-06-7350	0745 NW 10 Ter	50	135	6,750	
	NW 2	9234067490	4942-34-06-7490	0710 NW 11 Ave	250	135	33,750	
	NW 2	9234067960	4942-34-06-7960	0740 NW 10 Tr	25	135	3,375	
	NW 2	9234067980	4942-34-06-7980	0746 NW 10 Ter	25	135	3,375	
	NW 2	9234070390	4942-34-07-0390	0706 NW 4 Ave	72	135	9,720	
	NW 2	9234070510	4942-34-07-0510	0733a NW 2 Ave	50	135	6,750	
	NW 2	9234070530	4942-34-07-0530	0729 NW 2 Ave	50	135	6,750	
	NW 2	9234070540	4942-34-07-0540	0727 NW 2 Ave	50	135	6,750	
	NW 2	9234078540	4942-34-07-8540	0641 NW 10 Ave	150	135	20,250	

X	Quad	HCD Maintenance List January 2006	Parcel ID_2	Address	Wide	Deep	Sq_Ft	2nd List
	NW 2	9234078570	4942-34-07-8570	0625 NW 10 Ave	50	135	6,750	
	NW 2	9234078910	4942-34-07-8910	0612 NW 11 Ave	75	135	10,125	
	NW 2	9234079111	4942-34-07-9111	0630a NW 12 Ave	50	135	6,750	
	NW 2	9234079150	4942-34-07-9150	0640 NW 12 Ave	100	135	13,500	
	NW 2	0204040260	5042-04-04-0260	1218 NW 7 St	50	140	7,000	
	NW 2	0204070020	5042-04-07-0020	1718 NW 8 Ct	50	99	4,950	
	NW 2	0204070040	5042-04-07-0040	1708a NW 8 Ct	50	99	4,950	
	NW 2	0204080120	5042-04-08-0120	1336 NW 7 PL	25	99	2,475	
	NW 2	0204080140	5042-04-08-0140	1324 NW 7 PI	50	99	4,950	
	NW 2	0204080200	5042-04-08-0200	1329 NW 7 Ct	50	99	4,950	
	NW 2	0204090070	5042-04-09-0070	1801a NW 8 St	150	50	7,500	
	NW 2	0204090090	5042-04-09-0090	1809a NW 8 St	150	50	7,500	
	NW 2	0204110140	5042-04-11-0140	0650 NW 14 Ave	50	100	5,000	
	NW 2	0204110430	5042-04-11-0430	0641 NW 14 Ave	50	100	5,000	
	NW 2	0204110460	5042-04-11-0460	0633 NW 14 Ave	50	100	5,000	
	NW 2	0204110660	5042-04-11-0660	0638 NW 14 Way	50	100	5,000	
	NW 2	0204110800	5042-04-11-0800	0615 NW 14 Ter	50	100	5,000	
	NW 2	0204110910	5042-04-11-0910	0624a NW 15 Ave	25	100	2,500	
	NW 2	0204110920	5042-04-11-0920	0624b NW 15 Ave	75	100	7,500	
	NW 2	0204111280	5042-04-11-1280	0746 NW 14 Way	300	55	16,500	
	NW 2	0204120680	5042-04-12-0680	1600 NW 7 Ct	50	100	5,000	
	NW 2	0204120720	5042-04-12-0720	1619 NW 7 St	25	100	2,500	
	NW 2	0204120920	5042-04-12-0920	1713 NW 7 Ct	38	100	3,750	
	NW 2	0204140290	5042-04-14-0290	0828 NW 15 Ave	75	100	7,500	
	NW 2	0204150292	5042-04-15-0292	0911 NW 12 Ter	50	100	5,000	
	NW 2	0204150301	5042-04-15-0301	0904 NW 13 Ave	50	100	5,000	
	NW 2	0204160020	5042-04-16-0020	0995 NW 16 Ter	58	90	5,247	
	NW 2	0204160050	5042-04-16-0050	0977 NW 16 Ter	58	90	5,220	
	NW 2	0204160320	5042-04-16-0320	0908 NW 16 Ter	50	100	5,000	
	NW 2	0204160350	5042-04-16-0350	0932a NW 16 Ter	50	100	5,000	
	NW 2	0204170410	5042-04-17-0410	1609 NW 8 St	100	100	10,000	
	NW 2	0204170440	5042-04-17-0440	0816 NW 16 Ave	50	100	5,000	
	NW 2	0204180160	5042-04-18-0160	0701 NW 19 Ave	25	100	2,500	
	NW 2	0204180180	5042-04-18-0180	0706 NW 19 Ter	50	100	5,000	
	NW 2	0204180210	5042-04-18-0210	0714 NW 19 Ter	50	100	5,000	
	NW 2	0204180220	5042-04-18-0220	0718 NW 19 Ter	50	100	5,000	
	NW 2	0204180230	5042-04-18-0230	0722 NW 19 Ter	50	100	5,000	
	NW 2	0204180320	5042-04-18-0320	0700 NW 20 Ave	50	100	5,000	

X	Quad	HCD Maintenance List January 2006	Parcel ID_2	Address	Wide	Deep	Sq_Ft	2nd List
	NW 2	0204180330	5042-04-18-0330	0704 NW 20 Ave	50	100	5,000	
	NW 2	0204180340	5042-04-18-0340	0708 NW 20 Ave	50	100	5,000	
	NW 2	0204180350	5042-04-18-0350	0712 NW 20 Ave	50	100	5,000	
	NW 2	0204180520	5042-04-18-0520	0747 NW 20 Ave	50	100	5,000	
	NW 2	0204180530	5042-04-18-0530	0741 NW 20 Ave	50	100	5,000	
	NW 2	0204180630	5042-04-18-0630	0731 NW 19 Ter	50	100	5,000	
	NW 2	0204190050	5042-04-19-0050	0809 NW 19 Ter	75	75	5,625	
	NW 2	0204190060	5042-04-19-0060	0815 NW 19 Ter	63	75	4,688	
	NW 2	0204190080	5042-04-19-0080	0819 NW 19 Ter	25	75	1,875	
	NW 2	0204190090	5042-04-19-0090	0821 NW 19 Ter	63	75	4,688	
	NW 2	0204190100	5042-04-19-0100	0827 NW 19 Ter	38	75	2,813	
	NW 2	0204190160	5042-04-19-0160	0840 NW 19 Ter	50	75	3,750	
	NW 2	0204190260	5042-04-19-0260	0800 NW 19 Ter	50	100	5,000	
	NW 2	0204190290	5042-04-19-0290	0813 NW 19 Ave	50	75	3,750	
	NW 2	0204190300	5042-04-19-0300	0817 NW 19 Ave	50	75	3,750	
	NW 2	0204190310	5042-04-19-0310	0821 NW 19 Ave	50	75	3,750	
	NW 2	0204230270	5042-04-23-0270	0652a NW 15 Ter	80	112	8,960	
	NW 2	0204230350	5042-04-23-0350	0606 NW 15 Ter	40	113	4,520	
	NW 2	0204230440	5042-04-23-0440	0637 NW 15 Ave	80	112	8,960	
	NW 2	0204280480	5042-04-28-0480	0715 NW 15 Ave	50	112	5,600	
	NW 2	0204320050	5042-04-32-0050	0800 NW 20 Ave	290	400	116,000	
	NW 2	0204320050a	5042-04-32-0050a	0800 NW 20 Ave	195	10	1,950	
	NW 2	0204320050b	5042-04-32-0050b	0800 NW 20 Ave	195	10	1,950	
	NW 3	9232140020	4942-32-14-0020	2998 NW 17 St	36	88	3,168	3168
	NW 3	9232140340	4942-32-14-0340	3000 NW 17 St	60	88	5,280	5280
	NW 3	9234000250	4942-34-00-0250	1718 NW 6 Ave	128	272	34,816	34816
	NW 3	9234010510	4942-34-01-0510	1721 NW 7 Ave	50	135	6,750	6750
	NW 3	9234015950	4942-34-01-5950	1513 NW 4 Ave	65	135	8,775	8775
	NW 3	9234026210	4942-34-02-6210	1300 NW 1 Ave	35	135	4,725	4725
	NW 3	9234037910	4942-34-03-7910	1146 NW 6 Ave	50	135	6,750	6750
	NW 3	9234037920	4942-34-03-7920	1147 NW 4 Ave	25	135	3,375	3375
	NW 3	9234049770	4942-34-04-9770	1036 NW 4 Ave	25	135	3,375	3375
	NW DRB	0203011720	5042-03-01-1720	0509 NW 7 Ter	50	127	6,350	6350
	NW DRB	0203011730	5042-03-01-1730	0505 NW 7 Ter	50	127	6,350	6350
	NW DRB	0203011750	5042-03-01-1750	0501 NW 7 Ter	50	127	6,350	6350
	NW DRB	0203011940	5042-03-01-1940	0533 NW 8 Ave	50	127	6,350	6350
	NW DRB	0203012620	5042-03-01-2620	0420 NW 8 Ave	50	127	6,350	6350
	NW DRB	0204060820	5042-04-06-0820	0516 NW 14 Ave	35	100	3,500	3500

X	Quad	HCD Maintenance List January 2006	Parcel ID_2	Address	Wide	Deep	Sq_Ft	2nd List
	NW DRB	0204060830	5042-04-06-0830	0518 NW 14 Ave	35	113	3,955	3955
	NW DRB	0204061350	5042-04-06-1350	1215+ NW 4 St	12	114	1,368	1368
	NW DRB	0204061750	5042-04-06-1750	0431 NW 14 Ave	35	113	3,955	3955
	NW DRB	0204062000	5042-04-06-2000	0421 NW 14 Ter	50	113	5,650	5650
	NW DRB	0204200250	5042-04-20-0250	1316 NW 2 St	50	120	6,000	6000
	NW DRB	0204200290	5042-04-20-0290	1218 NW 2 St	50	120	6,000	6000
	NW DRB	0204200291 ()	5042-04-20-0291 ()	1214 NW 2 St	50	120	6,000	6000
	NW DRB	0204200330	5042-04-20-0330	1207 NW 2 St	50	120	6,000	6000
	NW DRB	0204200351	5042-04-20-0351	1219 NW 2 St	50	140	7,000	7000
	NW DRB	0204240110	5042-04-24-0110	0515 NW 15 Ave	50	113	5,650	5650
	NW DRB	0204241060	5042-04-24-1060	0517 NW 15 Way	50	112	5,600	5600
	NW DRB	0204250310	5042-04-25-0310	0510 NW 17 Ave	50	108	5,400	5400
	NW DRB	0204250430	5042-04-25-0430	0525 NW 17 Ave	50	113	5,650	5650
	NW DRB	0204250761	5042-04-25-0761	1615 NW 4 St	40	112	4,480	4480
	NW DRB	0204250810	5042-04-25-0810	0420 NW 17 Ave	50	108	5,400	5400
	NW DRB	0204251010	5042-04-25-1010	1524 NW 4 St	50	115	5,750	5750
	NW DRB	0205071340	5042-05-07-1340	0541 NW 24 Ave	100	130	13,000	13000
	NW DRB	0210120520	5042-10-12-0520	0723 NW 3 St	50	145	7,250	7250
	NW DRB	0210120540	5042-10-12-0540	0717 NW 3 St	50	145	7,250	7250
	NW DRB	0210120550	5042-10-12-0550	0717 NW 3 St	50	100	5,000	5000
	NW DRB	0210120720	5042-10-12-0720	0835 NW 3 St	75	140	10,500	10500
	NW DRB	0210121090	5042-10-12-1090	0723 NW 2 St	25	150	3,750	3750
	SW	0208171630	5042-08-17-1630	0520 SW 31 Ave	76	100	7,600	7600
	SW	0209020160	5042-09-02-0160	0604 SW 12 Ave	50	110	5,500	5500
	SW	0209021930(1)	5042-09-02-1930(1)	0624 SW 15 Ave	50	146	7,300	7300
	SW	0218050470	5042-18-05-0470	3715 SW 14 St	50	125	6,250	6250
	SW	0218110410	5042-18-11-0410	3409 SW 12 Ct	50	111	5,550	5550
	SW	0221010550	5042-21-01-0550	1543 SW 32 St	50	150	7,500	7500
							1,087,767	479,202

PART I – INFORMATION / SPECIAL CONDITIONS**01. Purpose**

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the contractor, for an annual contract to furnish all labor, materials, for lot clearing and maintenance services in the locations as specified within this document for the Housing & Community Development Division of the Planning & Zoning Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

02. Information or Clarification

For information of a technical nature, in regards to Community Development properties contact, Gene Groves, Real Estate Officer II at (954) 828-4528 or by email ggroves@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum. For information concerning procedures for responding to this ITB, contact Procurement Specialist, Carrie Keohane at (954) 828-5141 or by email ckeohane@fortlauderdale.gov.

03. Transaction Fee:

THE CITY OF FORT LAUDERDALE USES RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS, NOR WILL ANY FEES BE CHARGED TO THE AWARDED VENDOR. REFER TO www.rfpdepot.com FOR FURTHER INFORMATION.

04. Questions and Addendum

Last Date for Receipt of Questions: It is preferred that all questions be submitted in writing to the Procurement Services Department, Attn: Carrie Keohane, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301. To facilitate receipt of questions they may be sent via fax to (954) 828-5576, Attn: Carrie Keohane or by e-mail to ckeohane@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Procurement Department prior to **February 10, 2006**. If required, a written addendum will be issued, within 2 days of this date, to all bidders who have received a copy of this Invitation To Bid (ITB). **PLEASE NOTE: No portion of your bid response can be sent via FAX.**

05. Property Site Visit and Inspection

It shall be the full responsibility of the bidder to visit and inspect all locations **prior** to submission of a bid. No variation in price or condition shall be permitted based on a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, effect the work to be done and the labor, materials and equipment required. A list of the existing properties is attached (**Exhibit 1**). Please contact Gene Groves, Community Development at (954) 828-4528 if you have any questions regarding the attachment.

06. Competency of Bidders

Bids will be considered only from firms who are regularly engaged in the business of providing the goods and/or services described in the Invitation to Bid. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time, have sufficient financial support and have sufficient delivery fleet and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

07. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

08. Contract Term

The initial contract term is for one (1) year and is expected to begin on or about April 2006. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

09. Cost/Award

The contract will be awarded to the bidder quoting the lowest cost per square foot and meeting or exceeding the specifications contained herein. Individual locations within the group will not be split. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder and the quality of the items being offered. The City may award to a primary and secondary vendor if it is in the best interest of the City. The Director of Procurement Services shall decide tie bids. A contract will be awarded after approval of the award by the Director of Procurement Services and/or the City Commission, which is expected to occur within 30 days of bid opening.

A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid. Approximately ten (10) days after bid opening, the bid tab may also be viewed at www.fortlauderdale.gov/purchasing/index

10. Cost Adjustments

The costs as proposed and accepted by the City **shall be firm for the first year.** Such adjustment shall be based on the latest yearly percentage increase shall not exceed five percent (5%) in the All Urban Consumers Price Index (CPI-U) or Producers Price Index (PPI) whichever is more applicable as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month one-year prior.

Any requested cost adjustment shall be submitted to the City at least ninety (90) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon expiration, and providing written notice to the contractor.

11. Service Test Period

Prior to awarding this contract, the City may require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such test period can be from 30 to 90 days and will be conducted under all terms, conditions and specifications contained in this ITB. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another one.

12. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person
 \$500,000 each occurrence
 Property damage \$100,000 each occurrence

Combined single limit \$1,000,000 (bodily injury and property damage combined)

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile **PRIOR TO ANY START OF WORK.**

13. Certification of Minority Status

If awarded a contract or purchase order under this solicitation and claiming minority status in accordance with Section 1.08 of the General Conditions, the awarded vendor shall apply for certification by the **Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** The awarded vendor shall provide documentation of application status and, once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

14. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/index.htm>

PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE**01. General**

The successful bidder, as Contractor, shall furnish all manpower, trucks, tractors, mowers, edgers, gas, oil, safety equipment, hand trimmers, or any other equipment necessary for debris pick-up, vegetation mowing, trimming, and any other function that may be required to properly maintain the areas of responsibility. A list of all equipment available to complete the services of this contract should be included with the submission of the bid proposal page.

02. Contractor's Responsibilities

A. The contractor shall clean the areas of all debris **prior** to servicing and shall remove from the site all litter, palm fronds, branches or any other items. All clippings, trimmings, branches, etc., from each service shall be removed upon completion of that day's mowing. Disposal of all such debris in a proper manner shall be the responsibility of the Contractor. Debris shall not be deposited into City or privately owned trash receptacles or dumpsters.

B. Branches or debris placed by local residents for bulk disposal or as a result of storm damage are **to be addressed under Paragraph "L"**.

C. All other litter, debris, clippings, trimmings, palm fronds, branches; etc must be picked up, physically removed, and properly disposed of. Shoulder mounted or hand held blowers are not an acceptable tool for this maintenance.

D. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters in accordance with City Ordinance #24-7. Grass clippings must be blown back onto the cut surface.

E. The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls and slabs, etc.

F. The Contractor shall mow turf areas at **a height of approximately 3"**.

G. The Contractor shall mow to a 2' proximity of all stored equipment/supplies in the area.

H. The Contractor shall not utilize any defoliant, herbicide, or growth retardant for the purpose of restricting or removing growth in any manner without prior approval of the City.

I. The Contractor shall notify the City in the event of scheduling delays or changes, as well as any comments/complaints received from the general public.

J. The Contractor shall have his mowing crew supervised by a qualified foreman at all times.

K. The Contractor's mowing equipment shall be maintained in good, sharp condition to insure an even, clean cut so as to not tear the blades of grass.

L. If unauthorized dumping of building materials, refuse, furniture, yard waste, or other such debris is found on a site, the Contractor shall attempt to make phone contact with the Contract Administrator (or designee) asking him to meet at the site. The Contract Administrator will visit the site, take photos, and make a determination as to the proper disposal of the material. If the Contract Administrator (or designee) is unable to visit the site, he may verbally approve removal by the Contractor. The contractor would then be required to provide photographs.

M. The Contractor shall mow up to all fence lines and then use a line trimmer at the fences.

N. Trash and debris can be, but is not limited to: appliances, discarded household items, construction material, vegetative waste, tree limbs, tires, machinery, scrap, etc.

O. Drive-by maintenance may be requested as needed between regular mowing visits. No mowing or trimming would occur, just trash removal.

P. Selective maintenance (on-call services) – City staff would request removal of debris located on City parcel. Contractor would need to respond to request within 2-3 business days. A site visit fee apply to each request.

03. Frequency of Servicing

There shall be **an estimated** total of 26 services per year. All locations shall be mowed on a pre-determined, schedule. This schedule may be changed based on seasonal conditions. Trimming and clean up shall be done with every mowing service.

All servicing shall be scheduled and completed Monday through Friday. Servicing on Saturdays, Sundays and holidays is not permitted without the approval of the City. All services shall occur between the hours of 7:00 A.M. and dusk each day. No other times are permitted.

Some degree of flexibility on the part of both parties involved in this contract will be required to achieve the quality of maintenance desired by the City of Fort Lauderdale. If, due to inclement weather or other acts of God the service is not performed according to schedule, make-up servicing shall be rescheduled as soon as possible. The City of Fort Lauderdale reserves the right to revise the mowing frequency for weather, fiscal, or budgetary reasons.

04. Work Schedules

Prior to commencing services under this contract the contractor must submit a proposed work schedule containing the proposed dates for each service for City review. The City must approve the proposed work schedule. Deviations from the schedule may be allowed for inclement weather conditions or when the conditions of the soil will not allow servicing to be accomplished satisfactorily or safely.

05. Job Completion Log

In conjunction with invoicing the contract shall provide a Job Completion Log outlining services to be provided for each location serviced. The schedule shall be certified by the contractor for accuracy and turned into the appropriate City contract administrator: Community Development, Gene Groves (954) 828-4528.

06. Areas of Responsibility

See **Exhibit I** for a list of the existing parcels, contact Gene Groves, Community Development at 954-828-4528.

The estimated annual square footage for the Community Development properties is 973,000 square feet or 142 parcels. These totals are only estimated and may change as parcels are redeveloped or new properties are acquired.

07. Safety

The contractor shall adhere to the Florida Department of Transportation's Uniform Manual on Traffic Control for construction and maintenance work zones. It will be the sole responsibility of the contractor to make himself and his employees fully aware of these provisions, especially those applicable to safety.

08. Damage to Public and/or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be replaced or repaired by the contractor at no additional cost to the City. If the contractor has not repaired or replaced damaged property within 24 hours notice by the City, the City reserves the right to correct the situation and deduct all charges from the contractor's invoice.

09. Contract Coordinator

The City will designate a contract coordinator whose principal duties shall be to:

- Act as the City's liaison with the contractor.
- Coordinate and approve all work under this contract.
- Resolve any disputes.
- Assure consistency and quality of contractor's performance.
- Schedule and conduct contractor performance evaluations and document any findings.
- Review and approve for payment all invoices for work performed or items delivered.

10. Contractor Performance Reviews and Ratings

The City contract coordinator shall develop a contractor performance evaluation report. This report shall be used to periodically review and rate the contractor's performance under the contract with performance ratings as follows:

Excellent	Exceeds requirements.
Good	Meets requirements.
Fair	Barely meets requirements.
Poor	Does not meet all requirements and contractor may be subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice has been given or a performance level that does not meet a significant portion of the requirements. This rating makes the contractor subject to the default or cancellation-for-cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of any contract extension.

11. Deletions or Modification of Services

The City reserves the right to delete any portion of this contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the contract to be deleted, the contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the contractor and the City agree on modifications or revisions to the task elements after the City has approved work to begin on a particular task or project and a budget has been established for that task or project, the contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. Cost Itemization

The City will provide to the selected Contractor a spreadsheet describing the sites to be maintained. Site Information will include address, County Parcel ID, width and depth, area in Sq Ft, Contractor's quoted cost for the basic maintenance services, and such notes describing any property improvements. The spreadsheet will include blank columns, each to be used to identify one date of a month for maintenance serves. The column heading will be the service date. The basic cost will be filled in below, by the Contractor, for each site maintained on that service date. There will be a separate column to show the cost of additional services performed for a given site on a given date. The Contractor will receive payment for maintenance services completed prior to submitting an invoice.

The Contractor may submit invoices on a bi-weekly or a monthly basis. The invoice will show each service date and a TOTAL amount for each date. A completed spreadsheet will be attached to and become part of a submitted invoice.

An example of part of a spreadsheet follows:

Site Address	Parcel ID	Wide	Deep	Area	Basic Cost	2/15/2006		2/21/2006		Notes
						Basic Cost	Other Cost	Basic Cost	Other Cost	
1801 NW 8 St	5042-04-09-0070	150	50	7,500				30	200	
1809 NW 8 St	5042-04-09-0090	150	50	7,500	30	30	100			
0650 NW 14 Ave	5042-04-11-0140	50	100	5,000	20	20				
0746 NW 14 Way	5042-04-11-1280	300	55	16,500	75	75				
0816 NW 16 Ave	5042-04-17-0440	50	100	5,000				20		
Column Totals						125	100	20	200	
Date Totals						225		220		

13. Invoices/Payments

Invoices and spreadsheets may be submitted weekly but at least monthly. The City reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received.

14. Penalty Schedule/Deductions

In the event the contractor shall not have completed all of the required services as outlined in the specifications and reflected in the Job Completion Log, the contractor will be required to make corrections of all discrepancies between the hours of 7:00 AM and dusk the following work day. These corrections must be completely performed in accordance with the specification requirements.

Failure of the contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall also result in the deduction of the total cost for that mowing from the monthly invoice.

Penalties are intended to act as an incentive for the contractor to perform in full compliance with the specifications. Penalties will be applied in accordance with the contractor's bid proposal form prices. A full penalty price will be levied against the contractor each time service is not performed in full accordance with work specifications. Such penalties will continue until said service is performed or the contract is canceled.

15. Records Maintenance and Audits

The City reserves the right to view the accounts and financial records with respect to the services performed under this contract. Records shall be kept separate and identifiable from those relating to the contractor's other activities. The contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Internal Auditor, or representative for inspection and audit all records and files for the duration of the contract including any extension terms plus two (2) years.

Such records shall be maintained, as an independent certified public accountant would need to examine, in order to certify a statement of contractor's operations according to generally accepted auditing standards.

16. Selling or Transferring Contract

No contract awarded under the terms, conditions or specifications of this ITB may be sold, transferred or assigned to another individual or company without the written approval of the City.

17. Additional Items/Duties

The City may require additional locations of a similar nature, but not specifically listed in the contract. If the contractor agrees to provide such services, the pricing on such additional locations shall be based upon the square footage pricing submitted on the Bidder Proposal Pages. If the price(s) offered are not acceptable to the City, the City reserves the right to procure those services from other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

Bidder agrees to supply the products or services at the rates listed below in full accordance with the terms, conditions, and specifications contained in this ITB. Bidder may bid on any one or all of the categories (light, medium, heavy clearing). The City reserves the right to award the entire bid to one bidder, or award each category to a different bidder. **YOU MUST QUOTE ALL ITEMS LISTED IN ORDER TO BE CONSIDERED FOR AWARD.**

BIDDER PROPOSAL PAGE

BIDDER'S NAME _____

Bidder agrees to supply the products or services at the rates listed below in full accordance with the terms, conditions, and specifications contained in this ITB. The City reserves the right to award the entire bid to one bidder, or award a portion of the sites to a different bidder. YOU MUST QUOTE ALL ITEMS LISTED IN ORDER TO BE CONSIDERED FOR AWARD.

<u>Item #</u>	<u>Parcel Size (per Square Foot)</u>	<u>Unit</u>
1.	1 – 4,999 sq. ft.	\$ _____/sq. ft.
2.	5,000 – 5,999 sq. ft. (average) *	\$ _____/sq. ft. x 50 cuts x 26 services = \$ _____
3.	6,000 – 7,999 sq. ft.	\$ _____/sq. ft.
4.	8,000 – 9,999 sq. ft.	\$ _____/sq. ft.
5.	10,000 – 35,000 sq. ft.	\$ _____/sq. ft.
6.	Over 35,000 sq. ft.	\$ _____/sq. ft.

Trash & Debris Removal

7.	First 27 cu. ft. (3'x3'x3')	\$ _____/cu. ft. or included in the above price? () Yes
8.	Removal of other trash/debris (includes tipping fees)	\$ _____/cu. ft.
9.	“On Call” trash removal fee to visit one site.	\$ _____ fee
10.	Drive by maintenance (no mowing) fee to visit ALL sites once trash and debris is initially removed.	\$ _____ fee

For tabulation purposes Item #2 as the average 5,000 square footage x approximately 50 cuts x 26 services a year, will determine the average annual cost.

Please attach a general listing of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract. Include make, model and year. .

Describe the most recent project of this nature you have completed.

Have you ever failed to complete work awarded to you? Yes ____ No ____
If so, state where and why.

Please indicate the length of time that your company has been providing this type of service.

____ Years

Please indicate the number of employees available to perform the requirements of this contract:

____ Workers and ____ Supervisors

Have you inspected the areas under consideration for award of contract prior to submitting this bid proposal?

Yes ____ No ____

Please provide at least three (3) references for which you have performed similar services in the past three years.

<u>Company Name</u>	<u>Contact Person</u>	<u>Phone Number</u>

BID PROPOSAL CHECK LIST

____ **IF SUBMITTING A HARD COPY, IS THE ORIGINAL AND (1) ONE COPY OF THE INVITATION TO BID ENCLOSED?**

____ **ARE ALL SPACES FILLED IN WHERE NEEDED?**

____ **ARE YOU ABLE TO PROVIDE ALL THE PROPER INSURANCE CERTIFICATES AS STATED IN THE SPECIAL CONDITIONS?**