AGREEMENT FOR
LAWN AND PROPERTY MAINTENANCE
COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT, made this 2nd day of MAY 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Creative Lawn Maintenance LLC, a Florida limited liability company, ("Contractor" or "Company"), whose address and phone number are 2900 Northwest 6 Court, Pompano Beach, FL 33069, Phone: 954-868-8001, Email: clm.greenergrass@gmail.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Invitation to Bid No. 833-11185 lawn and property maintenance, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated March 26, 2013 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated MAY 2, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 8, 2013 and shall end on April 7, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

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, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

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

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. <u>Environmental, Health and Safety</u>

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
Deputy Director of Finance

WITNESSES:

_____
Print Name: Windom Smith

_____
Print Name CHAKKA MCFADDEN

CREATIVE LAWN MAINTENANCE LLC

By: _____
Print Name: DAVID BROWN
Title: OWNER

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 27th day of April, 2013, by DAVID BROWN as (title): OWNER for Creative Lawn Maintenance LLC, a Florida limited liability company.

GEORGIA SANDERS
MY COMMISSION # EE51591
EXPIRES: December 27, 2014
Fl. Notary Discount Assoc. Co.

(SEAL)

_____
Notary Public, State of _____
(Signature of Notary Public)

Georgia Sanders
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ✓
Type of Identification Produced Driver License B650-165-66-299-1

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

833-11185

Lawn and Property Maintenance (Community Redevelopment Agency)

CITY OF FORT LAUDERDALE

Elizabeth Cohen

954-828-5142

CONTRACT COPY

Bid 833-11185
Lawn and Property Maintenance (Community Redevelopment Agency)

Bid Number	**833-11185**
Bid Title	**Lawn and Property Maintenance (Community Redevelopment Agency)**
Bid Start Date	**Mar 12, 2013 12:05:26 PM EDT**
Bid End Date	**Mar 27, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Mar 20, 2013 2:00:00 PM EDT**
Bid Contact	**Elizabeth Cohen** **Procurement Specialist I** **954-828-5142** **ecohen@fortlauderdale.gov**
Contract Duration	**1 year**
Contract Renewal	**3 annual renewals**
Prices Good for	**Not Applicable**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking bids from qualified bidders, hereinafter referred to as the Contractor or Bidder, to furnish all labor, materials and equipment for Lawn and Property Maintenance Services in locations specified in this ITB for the Fort Lauderdale Community Redevelopment Agency (CRA), in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).**

Item Response Form

Item	**833-11185--01-01 - Parcel #1 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-02 - Parcel #2 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-03 - Parcel #3 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-04 - Parcel #4 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-05 - Parcel #5 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-06 - Parcel #6 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-07 - Parcel #7 Routine Mowing and Clean-up (April - September)**

Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-08 - Parcel #8 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-09 - Parcel #9 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-10 - Parcel #10 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-11 - Parcel #11 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-12 - Parcel #12 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-13 - Parcel #13 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-14 - Parcel #14 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-15 - Parcel #15 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-16 - Parcel #16 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-17 - Parcel #17 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-18 - Parcel #18 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-19 - Parcel #19 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-20 - Parcel #20 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-21 - Parcel #21 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-22 - Parcel #22 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-23 - Parcel #23 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-24 - Parcel #24 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item **833-11185--01-25 - Parcel #25 Routine Mowing and Clean-up (April - September)**
Quantity **12 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item **833-11185--01-26 - Parcel #26 Routine Mowing and Clean-up (April - September)**
Quantity **12 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item **833-11185--01-27 - Parcel #27 Routine Mowing and Clean-up (April - September)**
Quantity **12 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item **833-11185--01-28 - Parcel #28 Routine Mowing and Clean-up (April - September)**
Quantity **12 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-29 - Parcel #29 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-30 - Parcel #1 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-31 - Parcel #2 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-32 - Parcel #3 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-33 - Parcel #4 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-34 - Parcel #5 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-35 - Parcel #6 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-36 - Parcel #7 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-37 - Parcel #8 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-38 - Parcel #9 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-39 - Parcel #10 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-40 - Parcel #11 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-41 - Parcel #12 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-42 - Parcel #13 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-43 - Parcel #14 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-44 - Parcel #15 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-45 - Parcel #16 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-46 - Parcel #17 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-47 - Parcel #18 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-48 - Parcel #19 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-49 - Parcel #20 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-50 - Parcel #21 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-51 - Parcel #22 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-52 - Parcel #23 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-53 - Parcel #24 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-54 - Parcel #25 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-55 - Parcel #26 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-56 - Parcel #27 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-57 - Parcel #28 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-58 - Parcel #29 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-59 - Estimated Annual Allowance Amount for Extra Charges**
Quantity	**1 lot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
All Bidders are to enter $7,500 as an estimated annual allowance amount for Bid Items 60 throgh 67 extra work jobs as described in ITB PART II - TECHNICAL SPECIFICATIONS / SCCOPE OF SERVICES Paragraphs O, P, Q and R. The City will pay the Contractor only the flat rate or flat rate plus additional percentage or hourly rate bid for those Bid Items plus actual disposal costs or other costs identified in those ITB sections.

Item	**833-11185--01-60 - Extra Work Flat Rate - Removal of Small Quantities of Trash and Debris**
Quantity	**1 lot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 1

Description
Extra charge per parcel for removal of small quantities of trash and debris described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.O. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-61 - Percentage Over Item 60 Cost - Removal of Large Quantities of Yard Waste**
Quantity	**1 percentage**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of large quantities of yard waste described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-62 - Percentage Over Item 60 Cost - Removal of Large Quantiies of Construction Waste**
Quantity	**1 percentage**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of large quantities of construction waste described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-63 - Percentage Over Item 60 Cost - Removal of Paints, Solvents & Combustibles**
Quantity	**1 percentage**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of paints, solvents and combustibles described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-64 - Percentage Over Item 60 Cost - Removal of Machinery and Vehicles**
Quantity	**1 percentage**
Percentage	

Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of machinery and vehicles described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-65 - Percentage Over Item 60 Cost - Removal of Tires**
Quantity	**1 percentage**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost removal of tires described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-66 - Percentage Over Item 60 Cost - Special Equipment Rental**
Quantity	**1 percentage**
Percentage	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for special equipment rental described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.Q. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-67 - Extra Work Hourly Labor Charge - Authorized Property Maintenance Jobs**
Quantity	**1 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Hourly Labor Charge (rounded to the nearest 1/2 hour)for Services described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.R.

INVITATION TO BID (ITB) 833-11185
Lawn and Property Maintenance Services (Community Redevelopment Agency)

PART I - INFORMATION / SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor or Bidder, to furnish all labor, materials and equipment for The City's Lawn and Property Maintenance Services in locations specified in this ITB for the Fort Lauderdale Community Redevelopment Agency (CRA), in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Elizabeth Cohen at (954) 828-5142 or email at ecohen@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PROPERTY SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid. While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the work to be done and the labor, materials and equipment required. Maps of the lots to be maintained are included in this ITB.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD
Award will be made to the responsive and responsible bidder, quoting the lowest price that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award all bid items to one bidder and to waive minor variations in the specifications and in the bidding process. Award of bid items for individual locations will not be split. Bid Items 59 through 67 will be for additional work that may be authorized during the project and will be computed in the bid tabulation of the low responsive and responsible bidder. The City reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

08. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 01/13 are included and made a part of this ITB.

09. PRICE VALIDITY
Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. INVOICES/PAYMENT
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within forty five (45) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act. If, at any time during the contract, the City shall

not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

Refer to Paragraphs 07 and 08 of PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB.

14. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. COST ADJUSTMENTS

Prices quoted shall be firm for the initial one (1) year contract term. No cost increases shall be accepted in the initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, 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 adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

16. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

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 Contractor (if applicable).

17. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

18. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may 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 rating as follows:

Excellent:	Far exceeds requirements.
Good:	Exceeds requirements
Fair:	Just meets requirements.
Poor:	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance:	Either continued poor performance after notice 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 the contract extension.

19. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

20. DELETION 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.

21. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

22. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. 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 Insurance and Asbestos Risk Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' 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, Workers' 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 Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

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

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 General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

23. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractors' subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

24. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

25. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

26. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

28. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

29. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No C-00-27 & Resolution No 07-101, Lobbying Activities. Copies of Ordinance No C-00-27 and Resolution No 07-101 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/clerk/LobbyistDocs/lobbyistord1009.pdf

31. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Services Division at 954-828-5933.

END OF PART I

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

01. GENERAL

The successful bidder, as Contractor, shall furnish all manpower, trucks, tractors, mowers, edger's, 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.

02. CONTRACTOR RESPONSIBILITY

A. The contractor shall be responsible for routine Lawn and Maintenance servicing of sites consisting of routine mowing of grass and clean-up of sites, trimming shrubs and hedges and weeding shrub beds where identified in Part II 06,. removing low lying branches and undergrowth on property and around trees to a height of four feet along with the occasional removal of significant trash and debris as a result of illegal dumping or storms, and other maintenance services which may be needed as described in this Invitation to Bid. The site area shall also include the swale areas adjacent to the properties. The contractor shall clean the areas of all routine debris prior to cutting and shall remove from the site all litter, palm fronds, branches and undergrowth 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 and absorbed within the cost of the routine service charge. Debris shall not be deposited into City, CRA or privately owned trash receptacles or dumpsters.

B. Trash Illegally dumped on the sites or as a result of significant storm damage resulting in downed trees and large branches that cannot be removed by hand are not the responsibility of the contractor under the routine servicing consisting of mowing of grass and clean-up of sites.

C. All other litter, debris, clippings, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of as part of the routine servicing. 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, which may be found at: http://library.municode.com/index.aspx?clientId=10787&stateId=9&stateName=Florida. 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., and shall use an edger along the street frontage, providing a finished look when completed. The Contractor shall mow turf areas at a height of not less than 2-1/2" or more than 3."

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

G. 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.

H. 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.

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

J. 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.

K. The Contractor shall notify the Contract Administrator (or designee) of any unauthorized dumping of building debris or yard waste. The City/CRA will make a determination as to the proper disposal of the material.

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

M. Care should be taken in the maintenance of wooded vacant lots along the North Fork of the New River. Only existing grassy areas identified by the City/CRA are to be cut abutting NW 24th Avenue. Wetlands with ferns or mangrove are to be undisturbed.

N. The Contractor shall promptly notify the CRA of any illegal dumping of trash, significant storm damage, water line breaks, or other site damage and areas of concern as a result of vandalism or other unforeseen conditions.

O. Upon request of the CRA, the Contractor may be asked to remove small quantities of trash and debris not part of the routine maintenance services as a result of illegal dumping or storm damage. Small quantities would be quantities of yard and construction waste up to two (2) yards.
The cost to remove such small quantities of trash and debris shall be based on a flat fee to compensate the contractor for mobilization, labor, disposal and other cost. When asked by the CRA to remove small quantities of trash and debris, the services shall be performed within 24 hours of request.

P. Upon request of The CRA, the Contractor may be asked to remove large quantities of trash and debris or items with special disposal needs as a result of illegal dumping or significant storm debris. The Contractor shall furnish the CRA with a written price proposal within 24 hours for removal of such large quantities of trash and debris or Items with special disposal needs. Large quantities would be quantities of yard and construction waste over two (2) yards. Items with special disposal needs would include such items as paints, solvents, combustibles, tires, machinery and vehicles. The Contractor's price proposal will be an estimate only based on type of material to be removed, estimated quantities and the contractors percentage increase over cost to cover contractors mobilization, labor, overhead and other cost. Upon approval of the CRA, the actual cost to be paid will be based on the signed receipts from an approved licensed waste disposal facility or contractor for actual quantities of trash and debris removed and the Contractors percentage increase over cost as provided by the Contractor on the Bidder Proposal Page of this Invitation to Bid. At the discretion of the CRA, rather than compensation based on cost plus a percentage of cost, compensation may also be based on the actual disposal

cost plus the Contractor's hourly cost for labor as described under PART II, 02. (R.) The City/CRA will procure the services for such work as is in the best interest of the City/CRA.

Q. Upon request of the CRA, it may be necessary for the contractor to rent special equipment such as backhoe, bob cat, front loader, bucket truck or other large equipment to perform the service. If such special equipment is needed; the Contractor shall secure three price quotes for such rental equipment from independent rental equipment companies or contractors and provide the same to the CRA for its review. If approved by the CRA, the actual cost to be paid by the CRA will be based on the actual documented cost for the rental for the hours needed for the assignment and the contractors percentage increase over cost as provided by the contractor on the Bidders Proposal Page of this Invitation to Bid. At the discretion of the CRA, rather than compensation based on cost plus a percentage of cost, compensation may also be based on the actual equipment rental cost plus the Contractor's hourly cost for labor as described under PART II, 02. (R.) The City/CRA will procure the services for such work as is in the best interest of the City/CRA.

R. Upon request of the CRA, the Contractor may be asked to provide other property maintenance services such as removal or installation of existing CRA information signs on CRA property. The Contractor shall first provide a written Price Proposal to the CRA for their review within 24 hours that estimates the number of hours reasonably needed to perform the service times the hourly labor rate charged by the Contractor as provided by the Contractor on the Bidders Proposal Page of this Invitation to bid. The cost for special supplies that may be needed to perform the services shall also be identified by the Contractor along with their documented cost for reimbursement. The City/CRA will procure the services for such additional work as is in the best interest of the City/CRA.

S. Trash and debris included in routine mowing of grass and clean-up of sites can be, but is not limited to: paper, plastic, glass and fabric products discarded or blown onto the property, bottles, small rocks and broken concrete, leaves, and tree branches. Trash and debris not included as part of the routine servicing includes such items as large tree limbs, tires, machinery, abandoned vehicles, illegally dumped construction debris, furniture, yard trash, paints, solvents, combustibles and other item as determined by the CRA.

T. Routine mowing of grass and clean-up of road closure sites shall include grass mowing, routine cleanup of trash and debris on pavement, in grass area and around shrubs, edging grass areas where they abut pavement, trimming shrubs, removing weeds from shrub beds and removing trash from City trash receptacles where indicated.

U. The routine mowing of Parcel #3 at 1100 NW 6th Street shall include grass mowing and edging, routine cleanup of trash and debris on pavement, in grass areas and around shrubs, shrub and hedge trimming, removing weeds from shrub beds and mulched area and care and maintenance of the existing sprinkler system on the property,

03. FREQUENCY OF SERVICE

During the months of April to September, Parcel Items 1-29 shall have a twelve (12) routine grass mowing and clean-up of sites, per year , (twice per month).

During the months of October to March, Parcel Items 1-29 shall have six (6) routine grass mowing and clean-up of sites, per year (once per month), because it is anticipated that growing conditions require less frequent mowing services during this period.

In addition, there will be an additional six (6) routine services per year for clean-up only of sites during the months of October to March. All locations shall be mowed on a pre-determined

schedule. This schedule may be changed based on seasonal conditions where routine services may be reduced or increased by the CRA based on weather and growing conditions.
In turn, additional servicing on short notice may be requested by the CRA prior to special events. 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 CRA. 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 CRA. 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 CRA 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 CRA review. The CRA 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 contract for accuracy and turned into the appropriate City/CRA contract administrators. The CRA Contract Administrator shall be Thomasina Turner-Diggs (954) 828-8953 and backup Contract Administrator shall be Bob Wojcik (954) 828-4521.

06. AREAS OF RESPONSIBILITY
The list of the existing parcels requiring bi-weekly routine servicing is as follows:
Parcel # Description

1 PROPERTY ID: 504204270010, 20 & 30
ADDRESS: 1812 NW 6th Street
PARCEL SIZE: Approx. 11,970 SF
LOCATION: SE corner of Sistrunk Boulevard and NW 19 Avenue
USE: Vacant Lots (sodded) and Hedge

2 PROPERTY ID: 504204120030, 40 & 50
ADDRESS: 1609/1615/1619 NW 6th Street
PARCEL SIZE: Approx. 17,343 SF
LOCATION: North side of Sistrunk Boulevard at East of NW 17th Avenue
USE: Vacant Lots (sodded)

3 PROPERTY ID: 504204050260
ADDRESS: 1100 NW 6 Street (Offices of the NAACP)
PARCEL SIZE: Approx. 5715 SF
LOCATION: SW corner of NW 11 Avenue and Sistrunk Boulevard
USE: Improved Property with Structure (lawn, hedges and shrub beds with sprinkler system)

4 PROPERTY ID: 504204060960
ADDRESS: 1204 NW 6 Street
PARCEL SIZE: Approx. 8109 SF
LOCATION: SW corner of NW 12 Avenue and Sistrunk Boulevard.
USE: Vacant Lot (native grass and weeds)

5 PROPERTY ID: 504204060930, 40 & 50
ADDRESS: 1208/1218/1224 NW 6 Street
PARCEL SIZE: Approx. 10,921 SF
LOCATION: South side of Sistrunk between NW 12 Avenue and NW 13 Avenue
USE: Vacant Lots (native grass and weeds)

6 PROPERTY ID: 504204060420
ADDRESS: 1404 NW 6th Street
PARCEL SIZE: Approx. 4,066 SF
LOCATION: South side of Sistrunk Boulevard between Provident Park and NW 14 Avenue
USE: Vacant Lot (native grass and weeds)

7 PROPERTY ID: 494234078620 & 21
ADDRESS: 1017 NW 6th Street
PARCEL SIZE: Approx. 7,738 SF.
LOCATION: North Side of Sistrunk Boulevard between NW 10 Avenue and NW 10 Terrace.
USE: Vacant Lots (sodded) and Hedge

8 PROPERTY ID: 494234078630
ADDRESS: 606 NW 10th Terrace
PARCEL SIZE: Approx. 6,750 SF
LOCATION: East side of NE 10 Terrace, North of Sistrunk Boulevard.
USE: Vacant Lots (native grass and weeds)

9 PROPERTY ID: 504203012140 & 50
ADDRESS: 822-824 NW 6th Street
PARCEL SIZE: Approx. 17,085 SF
LOCATION: SE Corner of Sistrunk Boulevard and NW 9th Avenue
USE: Vacant Lots (sodded i)

10 PROPERTY ID: 504203011850, 60, 70, 80 & 90
ADDRESS: 740 NW 6th Street & 541 NW 8 Avenue
PARCEL SIZE: Approx. 22,475 SF
LOCATION: SE corner of Sistrunk and NW 8th Avenue
USE: Vacant Lots (native grass and weeds)

11 PROPERTY ID: 504203011610
ADDRESS: 547 NW 7th Terrace
PARCEL SIZE: Approx. 7,500 SF
LOCATION: SW Corner of Sistrunk Boulevard and NW 7th Terrace
USE: Vacant Lot (native grass and weeds)

12 PROPERTY ID: 504203011630
ADDRESS: 537 NW 7th Terrace
PARCEL SIZE: Approx. 10,125 SF
LOCATION: West side of NW 7th Terrace south of the Westside Gazette (Bi-Ads)
USE: Vacant Lot (native grass and weeds)

13 PROPERTY ID: 504203011590
ADDRESS: 714 NW 6th Street
PARCEL SIZE: Approx. 1,850 SF
LOCATION: South side of Sistrunk Boulevard between NW 7th Terrace and NW 7th Avenue
USE: Vacant Lot (native grass and weeds)

14 PROPERTY ID: 494234077130
ADDRESS: 401 NW 6th Street
PARCEL SIZE: Approx. 11,812 SF
LOCATION: NW corner of Sistrunk Boulevard and NW 4 Avenue
USE: Vacant Lot (sodded) and Hedge

15 PROPERTY ID: 504205070480, 490, 500, 510, 515, 520, 530, 540 & 550
ADDRESS: 2137 NW 4th Street
PARCEL SIZE: Approx. 68,000 SF
LOCATION: North side of NW 4th Street Between NW 21 Terrace and NW 22 Avenue
USE: Vacant Lots (native grass and weeds)

16 PROPERTY ID: 504205070430
ADDRESS: 431 NW 21 Terrace
PARCEL SIZE: Approx. 8,500 SF
LOCATION: West side of NW 21 Terrace Between NW 4th Street and NW 5th Street
USE: Vacant Lot (native grass and weeds)

17 PROPERTY ID: 504205070010, 11 & 20
ADDRESS: 2130-2140 NW 6th Street
PARCEL SIZE: Approx. 21,000 SF
LOCATION: South side of Sistrunk Boulevard Between NW 21 Terrace and the FEC Railway
USE: Vacant Lots (native grass and weeds) including shrub beds in swale area around monument entry sign on east and west side of NW 21 Terrace

18 PROPERTY ID: 5042050721 & 30
ADDRESS: 522-540 NW 21 Terrace
PARCEL SIZE: Approx. 15,000 SF
LOCATION: East Side of NW 21 Terrace, South of Sistrunk Boulevard
USE: Vacant Lots (native grass and weeds) and Hedge at south property line.

19 PROPERTY ID: 504205010800
ADDRESS: 2155 NW 6 Street
PARCEL SIZE: Approx. 6312 SF (Triangular Parcel)
LOCATION: North Side of Sistrunk Directly West of Betty's Restaurant
USE: Vacant Lot (sodded)

20 PROPERTY ID: 504204230080
ADDRESS: 1559 NW 6 Street
PARCEL SIZE: Approx. 4435 SF
LOCATION: NE Corner of NW 16 Avenue and Sistrunk Boulevard
USE: Vacant Lot (sodded)

21 PROPERTY ID: 504205070240
ADDRESS: 2162 NW 6 Street
PARCEL SIZE: Approx. 7000 SF
LOCATION: SE Corner of NW 22 Avenue and Sistrunk Boulevard
USE: Vacant Lot (sodded) and Hedge including shrub beds in swale area around monument entry sign on east side of NW 22 Avenue

22 PROPERTY ID: 504205070950 & 51
ADDRESS: 533 & 539 NW 22 Avenue
PARCEL SIZE: Approx. 6891 SF
LOCATION: SW Corner of NW 22 Avenue and Sistrunk Boulevard
USE: Vacant Lots (sodded) and Hedge; including shrub beds in swale area around monument entry sign on west side of NW 22 Avenue

23 PROPERTY ID: PORTIONS OF 504205071370, 1390, 1380, 1390, 1410 & 1420
ADDRESS: NA
SIZE: Approx. 8800 SF
LOCATION: West of NW 24th Avenue and South of Sistrunk Boulevard
USE: Approximately a 20 foot sodded strip along wooded lots fronting NW 24th Avenue for a distance of approx. 440 feet starting at the River

24 ROAD CLOSURE located at NW 1st Avenue, North of NW 9th Street
SIZE: Approx. 600 SF.
USE: Shrubs with Mulch, Grass Area and Pavement

25 ROAD CLOSURE located at NW 2nd Avenue Between NW 9th Street and Sunrise Boulevard
SIZE: Approx. 1000 SF
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

26 ROAD CLOSURE located at NW 3rd Avenue Between NW 9th Street and Sunrise Boulevard
SIZE: Approx. 800 SF
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

27 ROAD CLOSURE located at NW 4th Avenue Between NW 9th Street and Sunrise Boulevard SIZE: Approx. 1000 SF.
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

28 ROAD CLOSURE located at NW 7th Street, West of NW 4th Avenue
SIZE: Approx. 500 SF
USE: Shrubs with Mulch and Pavement

29 ROAD CLOSURE located at NW 8th Street Between NW 4th Avenue and NW 5th Avenue
SIZE: Approx. 500 SF.
USE: Shrubs with Mulch and Pavement

Note: No work shall be performed unless a Notice to Proceed for individual parcels is provided by the CRA. Parcels may be added or eliminated from the list at the discretion of the CRA, or as new properties are acquired or sold, whereby pricing based on the bids by the Contractor for lots of comparable size in this Invitation to Bid.

07. BILLING ITEMIZATION

The contractor will only receive payment for the number of maintenance services completed prior to submitting a monthly invoice. It is the responsibility of the contractor to submit detailed documentation by individual location and dates of service accomplished. This is to be attached to or made a part of their monthly invoice.
An example of the required detailed information is shown below.

Invoice Date:	December 1, 2006
Location:	Location 1 was mowed X times (of the anticipated XX) during the December billing period.
Payment Due:	X times $____/per mowing = $ _____

Details to be included:

Parcel #2	11/1	11/15	11/29
Parcel #5	11/1	11/15	11/29
Parcel #8	11/2	11/16	11/30

08. INVOICES AND PAYMENTS

Invoices shall be received at the completion of each month of service. The City/CRA reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received.

09. MAKE-UP WORK / PAYMENT 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-up the work not completed and correct all discrepancies between the hours of 7:00 am and dusk the following work day. This make-up work and 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/CRA's Contract Administrator, or his designee, shall result in the deduction of the total cost for mowing of that parcel from the monthly invoice.

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

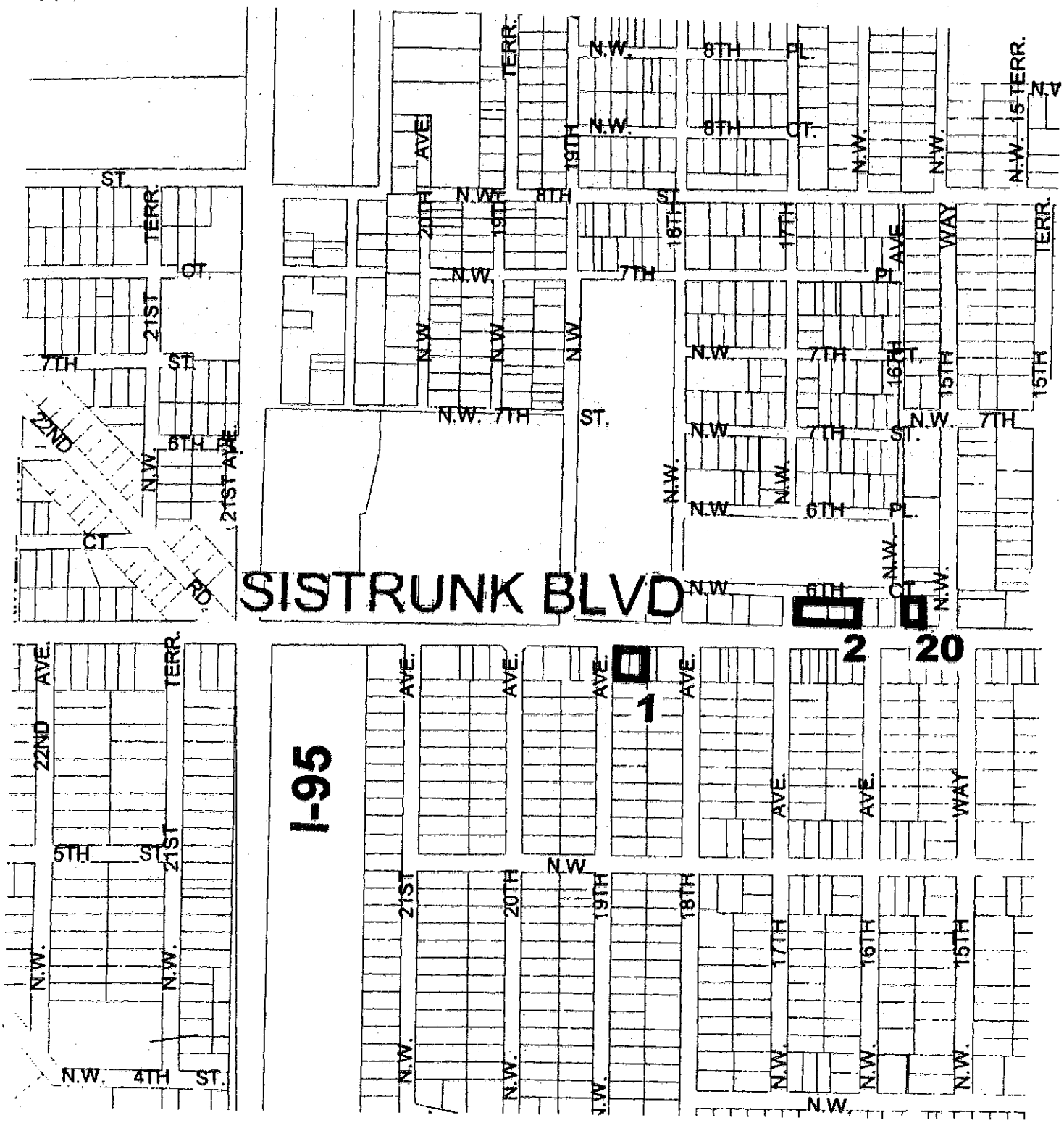
10. Records Maintenance and Audits
The City/CRA reserves the right to view the accounts and financial records with respect to the services performed under this contract. Records shall be kept separate and identifiable from those relating to the contractor's other activities. The contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City/CRA'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.

11. Additional Items/Duties
The City/CRA 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 of servicing parcels added to the list shall not exceed the maximum price the Contractor is currently charging for the lowest priced comparably sized existing parcel on the Bidders Proposal Pages. The City/CRA will procure the services for such additional work as is in the best interest of the City/CRA. If the price(s) offered are not acceptable to the City/CRA, the City/CRA reserves the right to procure those services from other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

END OF PART II

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



LOCATION MAP

500 0 500 1000 Feet

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Apr 15, 2013 10:56:59 AM EDT

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale

LOCATION MAP

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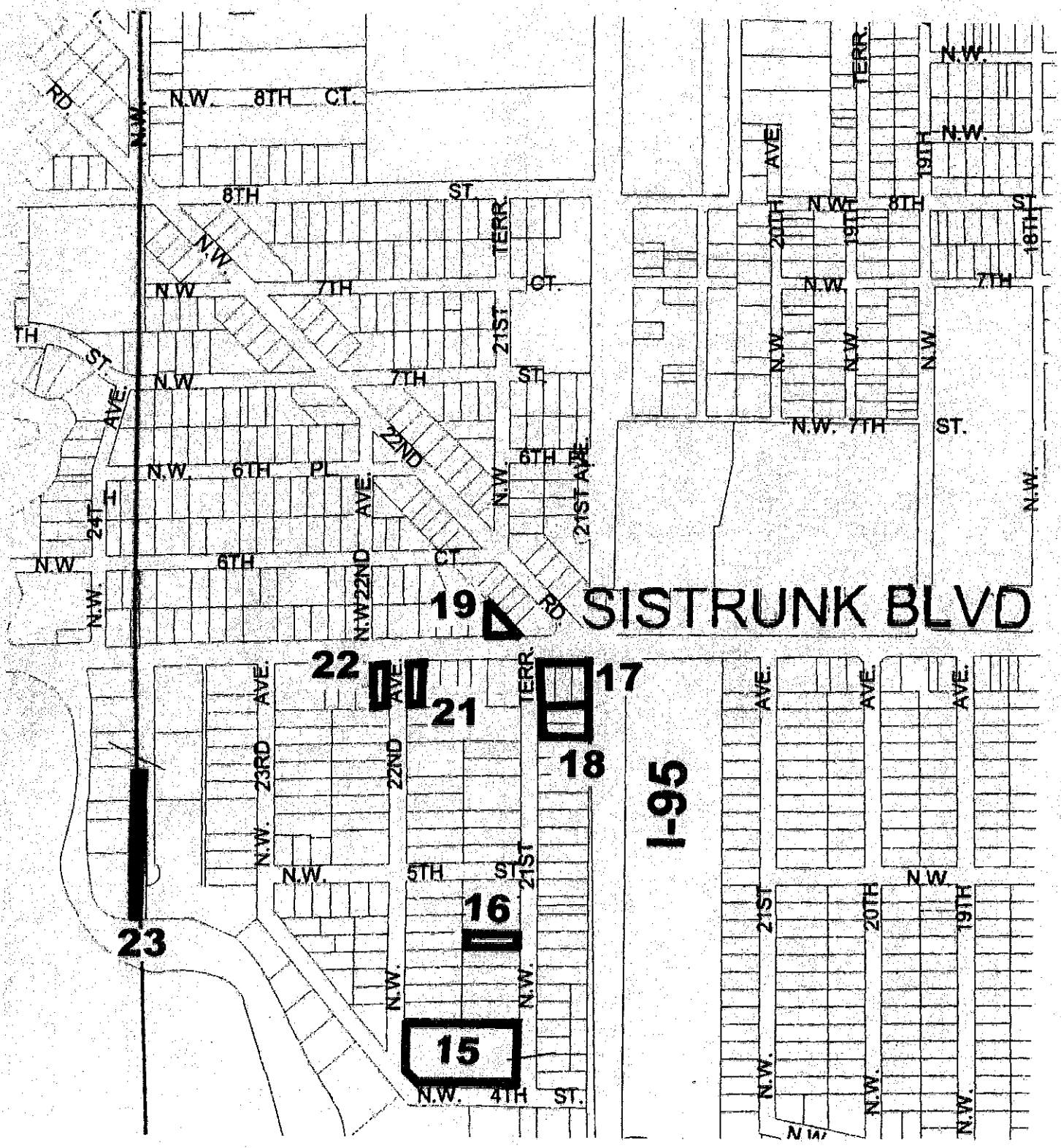
Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



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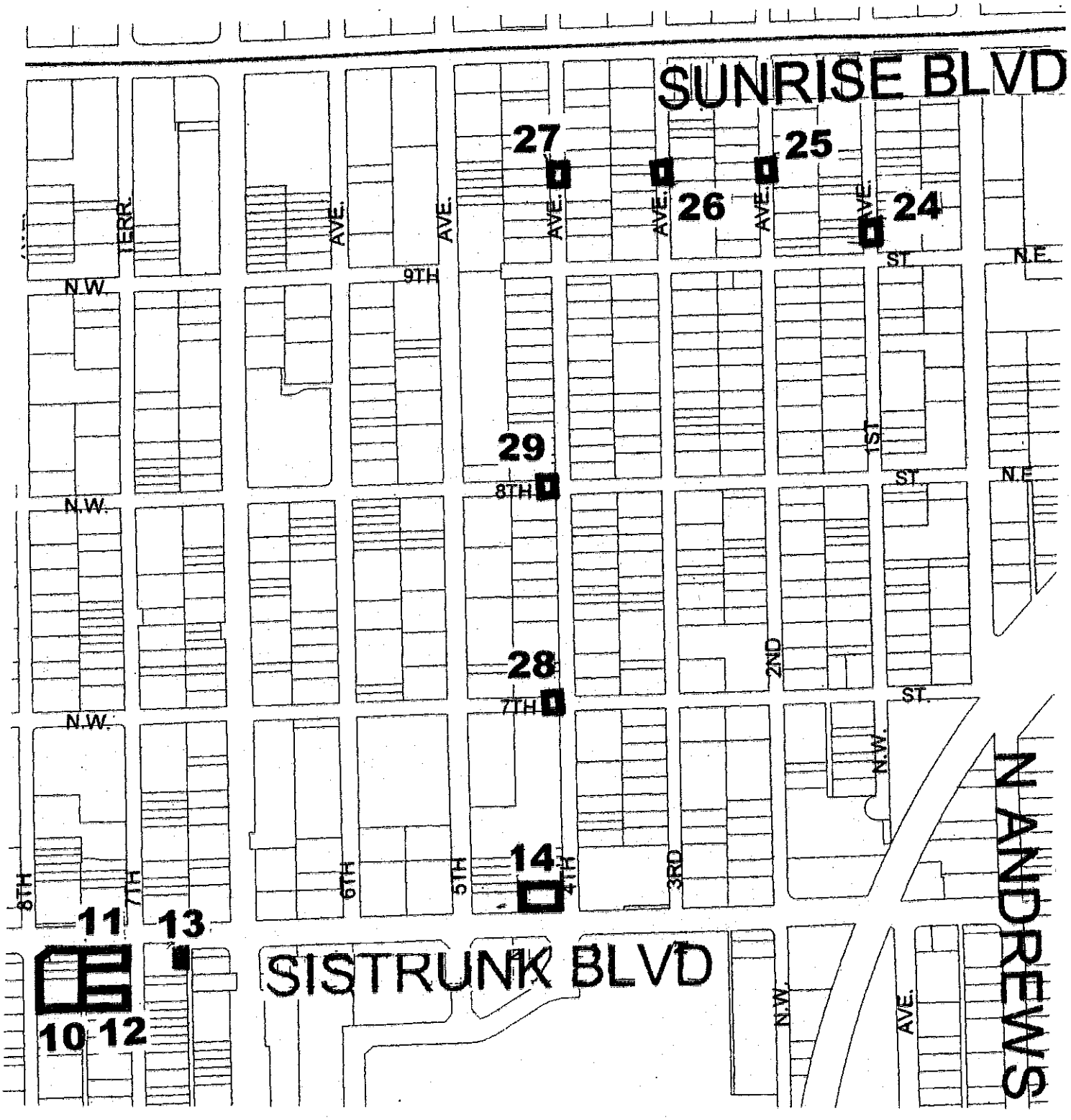
Apr 15, 2013 10:56:59 AM EDT

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



LOCATION MAP

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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 Division. 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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. 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 **PACKING SLIPS:** It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 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.

1.05 **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.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the 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.

1.07 **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.

1.08 **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.

1.09 **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) a "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 decent 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.

1.10 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 or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's 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 and/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, Bidders 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 Bidders, 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 EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division 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 the bidder 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 or cashiers check. 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, 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 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.

3.17 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.

3.18 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.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 Division 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 Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, 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 the 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:

- Bidders 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 Occupation 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 the bidder 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, the bidder may, if the bidder 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 attorneys 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 Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their 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 out 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 of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior 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 stated 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 Commission or the City Manager or City Manager's designee, depending on original award approval.

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.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

QUESTIONAIRE

Please print or type:

1. Provide three references for which you have performed similar services in the past 3 years.

Company Name:
Address:
Contact Name: Telephone:

Company Name:
Address:
Contact Name: Telephone:

Company Name:
Address:
Contact Name: Telephone:

2. Number of years' experience the proposer has had in providing similar services:
Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issues by Broward County, or the County wherein your business is located.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's availability to secure subcontractors, if necessary.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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 bid. 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ _____
(Authorized signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

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

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

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

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☐

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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #833-11185 - Lawn and Property Maintenance (Community Redevelopment Agency)

OVERALL BID QUESTIONS

Question 1
What is the annual budget amount for this ITB? **(Submitted: Mar 14, 2013 12:20:00 PM EDT)**
Answer
- The estimated annual budget amount for this ITB is $24,900.00 **(Answered: Mar 14, 2013 3:35:35 PM EDT)**

Question 2
in the description under item 833-11185-01-59 it states that we are to enter $7,500 as an estimated annual allowance for items (60-67)...do we put "$7,500" in 01-59? **(Submitted: Mar 14, 2013 4:18:13 PM EDT)**
Answer
- $7,500.00 should be entered for Item 833-11185-01-59 **(Answered: Mar 15, 2013 9:54:51 AM EDT)**

Question 3
is the $7,500 included in annual budget of $24,900 **(Submitted: Mar 14, 2013 4:19:38 PM EDT)**
Answer
- Yes. **(Answered: Mar 15, 2013 9:54:51 AM EDT)**

Question 4
Item 833-11185-01-61 through item 833-11185-01-66 each stated 'Percentage over item 60 cost'.Does this mean that the percentage to be stated in each of these items will be paid for each different service plus the cost stated in item 833-11185-01-60? **(Submitted: Mar 16, 2013 2:45:57 AM EDT)**
Answer
- It means the contractor's mark up (percentage over cost) for Items 833-11185-01-61 through item 833-11185-01-66. These Items are answered with a Percentage (%). The percentage over cost method of payment for these items does not include Item 602-10582-1-60 - Extra Work Flat Rate. **(Answered: Mar 19, 2013 8:32:28 AM EDT)**

Question 5
Who was the awarded bidder for this contract?
To be clear on the second question asked of this contract, the $7500 its on addition to the $24,900 or the bidders price + 7500 = $24,900. **(Submitted: Mar 19, 2013 9:27:30 AM EDT)**
Answer
- The previous contract was awarded to Extreme Lawn.
$7500.00 is included in the total of $24,900. **(Answered: Mar 19, 2013 2:06:58 PM EDT)**

EXHIBIT B

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

833-11185

ORIGINAL BID

Lawn and Property Maintenance (Community Redevelopment Agency)

CITY OF FORT LAUDERDALE

Elizabeth Cohen

954-828-5142

CONTRACT COPY

Bid 833-11185
Lawn and Property Maintenance (Community Redevelopment Agency)

Bid Number	**833-11185**
Bid Title	**Lawn and Property Maintenance (Community Redevelopment Agency)**
Bid Start Date	**Mar 12, 2013 12:05:26 PM EDT**
Bid End Date	**Mar 27, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Mar 20, 2013 2:00:00 PM EDT**
Bid Contact	**Elizabeth Cohen** **Procurement Specialist I** **954-828-5142** **ecohen@fortlauderdale.gov**
Contract Duration	**1 year**
Contract Renewal	**3 annual renewals**
Prices Good for	**Not Applicable**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking bids from qualified bidders, hereinafter referred to as the Contractor or Bidder, to furnish all labor, materials and equipment for Lawn and Property Maintenance Services in locations specified in this ITB for the Fort Lauderdale Community Redevelopment Agency (CRA), in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).**

Item Response Form

Item	**833-11185--01-01 - Parcel #1 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-02 - Parcel #2 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	30
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description

Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-03 - Parcel #3 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	15
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-04 - Parcel #4 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-05 - Parcel #5 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	30
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-06 - Parcel #6 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-07 - Parcel #7 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-08 - Parcel #8 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-09 - Parcel #9 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-10 - Parcel #10 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-11 - Parcel #11 Routine Mowing and Clean-up (April - September)**

Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-12 - Parcel #12 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-13 - Parcel #13 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-14 - Parcel #14 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-15 - Parcel #15 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	55

Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-16 - Parcel #16 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-17 - Parcel #17 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-18 - Parcel #18 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-19 - Parcel #19 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	15
Delivery Location	**City of Fort Lauderdale** See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-20 - Parcel #20 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-21 - Parcel #21 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-22 - Parcel #22 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-23 - Parcel #23 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	15
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-24 - Parcel #24 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-25 - Parcel #25 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-26 - Parcel #26 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-27 - Parcel #27 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-28 - Parcel #28 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-29 - Parcel #29 Routine Mowing and Clean-up (April - September)**
Quantity	**12 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 12

Description
Routine mowing and site clean-up service shall be twice per month from April to September per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-30 - Parcel #1 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-31 - Parcel #2 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	30
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-32 - Parcel #3 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	15
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-33 - Parcel #4 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-34 - Parcel #5 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	30
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-35 - Parcel #6 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-36 - Parcel #7 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-37 - Parcel #8 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-38 - Parcel #9 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-39 - Parcel #10 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this

ITB.

Item	**833-11185--01-40 - Parcel #11 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-41 - Parcel #12 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-42 - Parcel #13 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-43 - Parcel #14 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second

monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-44 - Parcel #15 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	55
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-45 - Parcel #16 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	20
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-46 - Parcel #17 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-47 - Parcel #18 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	25
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description

Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-48 - Parcel #19 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	15
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-49 - Parcel #20 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-50 - Parcel #21 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-51 - Parcel #22 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-52 - Parcel #23 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-53 - Parcel #24 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-54 - Parcel #25 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-55 - Parcel #26 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-56 - Parcel #27 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-57 - Parcel #28 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-58 - Parcel #29 Routine Mowing and Clean-up (October - March)**
Quantity	**6 each**
Unit Price	10
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 6

Description
Routine mowing and site clean-up service shall be once per month from October to March. Service shall include a second monthly site visit each month from October to March for site clean-up only per the terms, conditions and specifications of this ITB.

Item	**833-11185--01-59 - Estimated Annual Allowance Amount for Extra Charges**
Quantity	**1 lot**
Unit Price	7,500
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 1

Description
All Bidders are to enter $7,500 as an estimated annual allowance amount for Bid Items 60 throgh 67 extra work jobs as described in ITB PART II - TECHNICAL SPECIFICATIONS / SCCOPE OF SERVICES Paragraphs O, P, Q and R. The City will pay the Contractor only the flat rate or flat rate plus additional percentage or hourly rate bid for those Bid Items plus actual disposal costs or other costs identified in those ITB sections.

Item	**833-11185--01-60 - Extra Work Flat Rate - Removal of Small Quantities of Trash and Debris**
Quantity	**1 lot**
Unit Price	50.00
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Extra charge per parcel for removal of small quantities of trash and debris described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.O. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-61 - Percentage Over Item 60 Cost - Removal of Large Quantities of Yard Waste**
Quantity	**1 percentage**
Percentage	1%
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of large quantities of yard waste described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-62 - Percentage Over Item 60 Cost - Removal of Large Quantiies of Construction Waste**
Quantity	**1 percentage**
Percentage	5%
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of large quantities of construction waste described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-63 - Percentage Over Item 60 Cost - Removal of Paints, Solvents & Combustibles**
Quantity	**1 percentage**

Percentage	50 %
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of paints, solvents and combustibles described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-64 - Percentage Over Item 60 Cost - Removal of Machinery and Vehicles**
Quantity	**1 percentage**
Percentage	15 %
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for removal of machinery and vehicles described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-65 - Percentage Over Item 60 Cost - Removal of Tires**
Quantity	**1 percentage**
Percentage	50 %
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost removal of tires described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.P. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-66 - Percentage Over Item 60 Cost - Special Equipment Rental**
Quantity	**1 percentage**
Percentage	10 %
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Contractors percentage over Item 60 cost for special equipment rental described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.Q. This work is in addition to routine clean-up as part of Bid Items 1 through 58.

Item	**833-11185--01-67 - Extra Work Hourly Labor Charge - Authorized Property Maintenance Jobs**

Quantity	**1 hour**
Unit Price	98.02
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1

Description
Hourly Labor Charge (rounded to the nearest 1/2 hour)for Services described under ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 02.R.

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 Division. 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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. 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 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 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.

1.05 **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.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the 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.

1.07 **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.

1.08 **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.

1.09 **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) a "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 decent 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.

1.10 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 or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's 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 and/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, Bidders 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 Bidders, 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 EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division 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 the bidder 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 or cashiers check. 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, 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 Division 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 Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, 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 the 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:

- Bidders 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 Occupation 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 the bidder 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, the bidder may, if the bidder 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 attorneys 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 Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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 out 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 of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior 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 stated 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 Commission or the City Manager or City Manager's designee, depending on original award approval.

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.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A
N/A	N/A
	N/A
	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

QUESTIONAIRE

Please print or type:

1. Provide three references for which you have performed similar services in the past 3 years.

Company Name: City of Pompano Beach Code Compliance
Address: 100 W. Atlantic Blvd Pompano Bch
Contact Name: Luke Mathe Telephone: 954-632-6825

Company Name: City of Boynton Beach Public Works
Address: 222 N.E 9th Ave Boynton Bch, Fl
Contact Name: Paula LaBlanc Telephone: 561-742-6205

Company Name: Frazier Enterprise, Inc
Address: 503 N.W. 36th Street Pompano Bch
Contact Name: Leon Frazier Telephone: 954-242-4776

2. Number of years' experience the proposer has had in providing similar services:
   1 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
   NO

4. List appropriate licenses as issues by Broward County, or the County wherein your business is located.
   Broward County Business Tax
   City of Pompano Beach Business Tax

5. Briefly describe the number of employees and supervisors available for this contract and the firm's availability to secure subcontractors, if necessary.
   David Brown Supervisor
   Chakka Nigadeen Manage of office
   Wendel Johnson Employee
   Dan

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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 bid. 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: David E Brown (Authorized signature) 3/26/2013 (date)

Name (printed) DAVID BROWN Title: OWNER

Company: (Legal Registration) CREATIVE LAWN MAINTENANCE, LLC

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

Address: 2900 N.W. 60th Court

City: Pompano Beach, State: Florida Zip: 33069

Telephone No. 954-818-8201 FAX No. Email: clm.greengrass@gmail.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 5

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☒ WBE ☐

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

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☒ NO ☐

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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: N/A

revised 11-29-11

Question and Answers for Bid #833-11185 - Lawn and Property Maintenance (Community Redevelopment Agency)

OVERALL BID QUESTIONS

Question 1

What is the annual budget amount for this ITB? **(Submitted: Mar 14, 2013 12:20:00 PM EDT)**

Answer

- The estimated annual budget amount for this ITB is $24,900.00 **(Answered: Mar 14, 2013 3:35:35 PM EDT)**

Question 2

in the description under item 833-11185-01-59 it states that we are to enter $7,500 as an estimated annual allowance for items (60-67)...do we put "$7,500" in 01-59? **(Submitted: Mar 14, 2013 4:18:13 PM EDT)**

Answer

- $7,500.00 should be entered for Item 833-11185-01-59 **(Answered: Mar 15, 2013 9:54:51 AM EDT)**

Question 3

is the $7,500 included in annual budget of $24,900 **(Submitted: Mar 14, 2013 4:19:38 PM EDT)**

Answer

- Yes. **(Answered: Mar 15, 2013 9:54:51 AM EDT)**

Question 4

Item 833-11185-01-61 through item 833-11185-01-66 each stated 'Percentage over item 60 cost'.Does this mean that the percentage to be stated in each of these items will be paid for each different service plus the cost stated in item 833-11185-01-60? **(Submitted: Mar 16, 2013 2:45:57 AM EDT)**

Answer

- It means the contractor's mark up (percentage over cost) for Items 833-11185-01-61 through item 833-11185-01-66. These Items are answered with a Percentage (%). The percentage over cost method of payment for these items does not include Item 602-10582-1-60 - Extra Work Flat Rate. **(Answered: Mar 19, 2013 8:32:28 AM EDT)**

Question 5

Who was the awarded bidder for this contract?
To be clear on the second question asked of this contract, the $7500 its on addition to the $24,900 or the bidders price + 7500 = $24,900. **(Submitted: Mar 19, 2013 9:27:30 AM EDT)**

Answer

- The previous contract was awarded to Extreme Lawn.
$7500.00 is included in the total of $24,900. **(Answered: Mar 19, 2013 2:06:58 PM EDT)**

Question Deadline: Mar 20, 2013 2:00:00 PM EDT

INVITATION TO BID (ITB) 833-11185
Lawn and Property Maintenance Services (Community Redevelopment Agency)

PART I - INFORMATION / SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor or Bidder, to furnish all labor, materials and equipment for The City's Lawn and Property Maintenance Services in locations specified in this ITB for the Fort Lauderdale Community Redevelopment Agency (CRA), in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Elizabeth Cohen at (954) 828-5142 or email at ecohen@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PROPERTY SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid. While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the work to be done and the labor, materials and equipment required. Maps of the lots to be maintained are included in this ITB.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Award will be made to the responsive and responsible bidder, quoting the lowest price that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award all bid items to one bidder and to waive minor variations in the specifications and in the bidding process. Award of bid items for individual locations will not be split. Bid Items 59 through 67 will be for additional work that may be authorized during the project and will be computed in the bid tabulation of the low responsive and responsible bidder. The City reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 01/13 are included and made a part of this ITB.

09. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within forty five (45) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act. If, at any time during the contract, the City shall

not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

Refer to Paragraphs 07 and 08 of PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB.

14. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. COST ADJUSTMENTS

Prices quoted shall be firm for the initial one (1) year contract term. No cost increases shall be accepted in the initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, 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 adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

16. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

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 Contractor (if applicable).

17. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

18. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may 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 rating as follows:

Excellent:	Far exceeds requirements.
Good:	Exceeds requirements
Fair:	Just meets requirements.
Poor:	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance:	Either continued poor performance after notice 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 the contract extension.

19. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

20. DELETION 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.

21. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

22. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. 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 Insurance and Asbestos Risk Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' 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, Workers' 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 Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

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

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 General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

23. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractors' subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

24. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

25. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

26. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

28. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

29. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No C-00-27 & Resolution No 07-101, Lobbying Activities. Copies of Ordinance No C-00-27 and Resolution No 07-101 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/clerk/LobbyistDocs/lobbyistord1009.pdf

31. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Services Division at 954-828-5933.

END OF PART I

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

01. GENERAL

The successful bidder, as Contractor, shall furnish all manpower, trucks, tractors, mowers, edger's, 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.

02. CONTRACTOR RESPONSIBILITY

A. The contractor shall be responsible for routine Lawn and Maintenance servicing of sites consisting of routine mowing of grass and clean-up of sites, trimming shrubs and hedges and weeding shrub beds where identified in Part II 06,. removing low lying branches and undergrowth on property and around trees to a height of four feet along with the occasional removal of significant trash and debris as a result of illegal dumping or storms, and other maintenance services which may be needed as described in this Invitation to Bid. The site area shall also include the swale areas adjacent to the properties. The contractor shall clean the areas of all routine debris prior to cutting and shall remove from the site all litter, palm fronds, branches and undergrowth 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 and absorbed within the cost of the routine service charge. Debris shall not be deposited into City, CRA or privately owned trash receptacles or dumpsters.

B. Trash Illegally dumped on the sites or as a result of significant storm damage resulting in downed trees and large branches that cannot be removed by hand are not the responsibility of the contractor under the routine servicing consisting of mowing of grass and clean-up of sites.

C. All other litter, debris, clippings, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of as part of the routine servicing. 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, which may be found at: http://library.municode.com/index.aspx?clientId=10787&stateId=9&stateName=Florida. 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., and shall use an edger along the street frontage, providing a finished look when completed. The Contractor shall mow turf areas at a height of not less than 2-1/2" or more than 3."

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

G. 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.

H. 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.

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

J. 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.

K. The Contractor shall notify the Contract Administrator (or designee) of any unauthorized dumping of building debris or yard waste. The City/CRA will make a determination as to the proper disposal of the material.

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

M. Care should be taken in the maintenance of wooded vacant lots along the North Fork of the New River. Only existing grassy areas identified by the City/CRA are to be cut abutting NW 24th Avenue. Wetlands with ferns or mangrove are to be undisturbed.

N. The Contractor shall promptly notify the CRA of any illegal dumping of trash, significant storm damage, water line breaks, or other site damage and areas of concern as a result of vandalism or other unforeseen conditions.

O. Upon request of the CRA, the Contractor may be asked to remove small quantities of trash and debris not part of the routine maintenance services as a result of illegal dumping or storm damage. Small quantities would be quantities of yard and construction waste up to two (2) yards.
The cost to remove such small quantities of trash and debris shall be based on a flat fee to compensate the contractor for mobilization, labor, disposal and other cost. When asked by the CRA to remove small quantities of trash and debris, the services shall be performed within 24 hours of request.

P. Upon request of The CRA, the Contractor may be asked to remove large quantities of trash and debris or items with special disposal needs as a result of illegal dumping or significant storm debris. The Contractor shall furnish the CRA with a written price proposal within 24 hours for removal of such large quantities of trash and debris or Items with special disposal needs. Large quantities would be quantities of yard and construction waste over two (2) yards. Items with special disposal needs would include such items as paints, solvents, combustibles, tires, machinery and vehicles. The Contractor's price proposal will be an estimate only based on type of material to be removed, estimated quantities and the contractors percentage increase over cost to cover contractors mobilization, labor, overhead and other cost. Upon approval of the CRA, the actual cost to be paid will be based on the signed receipts from an approved licensed waste disposal facility or contractor for actual quantities of trash and debris removed and the Contractors percentage increase over cost as provided by the Contractor on the Bidder Proposal Page of this Invitation to Bid. At the discretion of the CRA, rather than compensation based on cost plus a percentage of cost, compensation may also be based on the actual disposal

cost plus the Contractor's hourly cost for labor as described under PART II, 02. (R.) The City/CRA will procure the services for such work as is in the best interest of the City/CRA.

Q. Upon request of the CRA, it may be necessary for the contractor to rent special equipment such as backhoe, bob cat, front loader, bucket truck or other large equipment to perform the service. If such special equipment is needed; the Contractor shall secure three price quotes for such rental equipment from independent rental equipment companies or contractors and provide the same to the CRA for its review. If approved by the CRA, the actual cost to be paid by the CRA will be based on the actual documented cost for the rental for the hours needed for the assignment and the contractors percentage increase over cost as provided by the contractor on the Bidders Proposal Page of this Invitation to Bid. At the discretion of the CRA, rather than compensation based on cost plus a percentage of cost, compensation may also be based on the actual equipment rental cost plus the Contractor's hourly cost for labor as described under PART II, 02. (R.) The City/CRA will procure the services for such work as is in the best interest of the City/CRA.

R. Upon request of the CRA, the Contractor may be asked to provide other property maintenance services such as removal or installation of existing CRA information signs on CRA property. The Contractor shall first provide a written Price Proposal to the CRA for their review within 24 hours that estimates the number of hours reasonably needed to perform the service times the hourly labor rate charged by the Contractor as provided by the Contractor on the Bidders Proposal Page of this Invitation to bid. The cost for special supplies that may be needed to perform the services shall also be identified by the Contractor along with their documented cost for reimbursement. The City/CRA will procure the services for such additional work as is in the best interest of the City/CRA.

S. Trash and debris included in routine mowing of grass and clean-up of sites can be, but is not limited to: paper, plastic, glass and fabric products discarded or blown onto the property, bottles, small rocks and broken concrete, leaves, and tree branches. Trash and debris not included as part of the routine servicing includes such items as large tree limbs, tires, machinery, abandoned vehicles, illegally dumped construction debris, furniture, yard trash, paints, solvents, combustibles and other item as determined by the CRA.

T. Routine mowing of grass and clean-up of road closure sites shall include grass mowing, routine cleanup of trash and debris on pavement, in grass area and around shrubs, edging grass areas where they abut pavement, trimming shrubs, removing weeds from shrub beds and removing trash from City trash receptacles where indicated.

U. The routine mowing of Parcel #3 at 1100 NW 6th Street shall include grass mowing and edging, routine cleanup of trash and debris on pavement, in grass areas and around shrubs, shrub and hedge trimming, removing weeds from shrub beds and mulched area and care and maintenance of the existing sprinkler system on the property,

03. FREQUENCY OF SERVICE

During the months of April to September, Parcel Items 1-29 shall have a twelve (12) routine grass mowing and clean-up of sites, per year , (twice per month).

During the months of October to March, Parcel Items 1-29 shall have six (6) routine grass mowing and clean-up of sites, per year (once per month), because it is anticipated that growing conditions require less frequent mowing services during this period.

In addition, there will be an additional six (6) routine services per year for clean-up only of sites during the months of October to March. All locations shall be mowed on a pre-determined

schedule. This schedule may be changed based on seasonal conditions where routine services may be reduced or increased by the CRA based on weather and growing conditions. In turn, additional servicing on short notice may be requested by the CRA prior to special events. 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 CRA. 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 CRA. 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 CRA 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 CRA review. The CRA 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 contract for accuracy and turned into the appropriate City/CRA contract administrators. The CRA Contract Administrator shall be Thomasina Turner-Diggs (954) 828-8953 and backup Contract Administrator shall be Bob Wojcik (954) 828-4521.

06. AREAS OF RESPONSIBILITY

The list of the existing parcels requiring bi-weekly routine servicing is as follows:

Parcel # Description

1 PROPERTY ID: 504204270010, 20 & 30
ADDRESS: 1812 NW 6th Street
PARCEL SIZE: Approx. 11,970 SF
LOCATION: SE corner of Sistrunk Boulevard and NW 19 Avenue
USE: Vacant Lots (sodded) and Hedge

2 PROPERTY ID: 504204120030, 40 & 50
ADDRESS: 1609/1615/1619 NW 6th Street
PARCEL SIZE: Approx. 17,343 SF
LOCATION: North side of Sistrunk Boulevard at East of NW 17th Avenue
USE: Vacant Lots (sodded)

3 PROPERTY ID: 504204050260
ADDRESS: 1100 NW 6 Street (Offices of the NAACP)
PARCEL SIZE: Approx. 5715 SF
LOCATION: SW corner of NW 11 Avenue and Sistrunk Boulevard
USE: Improved Property with Structure (lawn, hedges and shrub beds with sprinkler system)

4 PROPERTY ID: 504204060960
ADDRESS: 1204 NW 6 Street
PARCEL SIZE: Approx. 8109 SF
LOCATION: SW corner of NW 12 Avenue and Sistrunk Boulevard.
USE: Vacant Lot (native grass and weeds)

5 PROPERTY ID: 504204060930, 40 & 50
ADDRESS: 1208/1218/1224 NW 6 Street
PARCEL SIZE: Approx. 10,921 SF
LOCATION: South side of Sistrunk between NW 12 Avenue and NW 13 Avenue
USE: Vacant Lots (native grass and weeds)

6 PROPERTY ID: 504204060420
ADDRESS: 1404 NW 6th Street
PARCEL SIZE: Approx. 4,066 SF
LOCATION: South side of Sistrunk Boulevard between Provident Park and NW 14 Avenue
USE: Vacant Lot (native grass and weeds)

7 PROPERTY ID: 494234078620 & 21
ADDRESS: 1017 NW 6th Street
PARCEL SIZE: Approx. 7,738 SF.
LOCATION: North Side of Sistrunk Boulevard between NW 10 Avenue and NW 10 Terrace.
USE: Vacant Lots (sodded) and Hedge

8 PROPERTY ID: 494234078630
ADDRESS: 606 NW 10th Terrace
PARCEL SIZE: Approx. 6,750 SF
LOCATION: East side of NE 10 Terrace, North of Sistrunk Boulevard.
USE: Vacant Lots (native grass and weeds)

9 PROPERTY ID: 504203012140 & 50
ADDRESS: 822-824 NW 6th Street
PARCEL SIZE: Approx. 17,085 SF
LOCATION: SE Corner of Sistrunk Boulevard and NW 9th Avenue
USE: Vacant Lots (sodded i)

10 PROPERTY ID: 504203011850, 60, 70, 80 & 90
ADDRESS: 740 NW 6th Street & 541 NW 8 Avenue
PARCEL SIZE: Approx. 22,475 SF
LOCATION: SE corner of Sistrunk and NW 8th Avenue
USE: Vacant Lots (native grass and weeds)

11 PROPERTY ID: 504203011610
ADDRESS: 547 NW 7th Terrace
PARCEL SIZE: Approx. 7,500 SF
LOCATION: SW Corner of Sistrunk Boulevard and NW 7th Terrace
USE: Vacant Lot (native grass and weeds)

12 PROPERTY ID: 504203011630
ADDRESS: 537 NW 7th Terrace
PARCEL SIZE: Approx. 10,125 SF
LOCATION: West side of NW 7th Terrace south of the Westside Gazette (Bi-Ads)
USE: Vacant Lot (native grass and weeds)

13 PROPERTY ID: 504203011590
ADDRESS: 714 NW 6th Street
PARCEL SIZE: Approx. 1,850 SF
LOCATION: South side of Sistrunk Boulevard between NW 7th Terrace and NW 7th Avenue
USE: Vacant Lot (native grass and weeds)

14 PROPERTY ID: 494234077130
ADDRESS: 401 NW 6th Street
PARCEL SIZE: Approx. 11,812 SF
LOCATION: NW corner of Sistrunk Boulevard and NW 4 Avenue
USE: Vacant Lot (sodded) and Hedge

15 PROPERTY ID: 504205070480, 490, 500, 510, 515, 520, 530, 540 & 550
ADDRESS: 2137 NW 4th Street
PARCEL SIZE: Approx. 68,000 SF
LOCATION: North side of NW 4th Street Between NW 21 Terrace and NW 22 Avenue
USE: Vacant Lots (native grass and weeds)

16 PROPERTY ID: 504205070430
ADDRESS: 431 NW 21 Terrace
PARCEL SIZE: Approx. 8,500 SF
LOCATION: West side of NW 21 Terrace Between NW 4th Street and NW 5th Street
USE: Vacant Lot (native grass and weeds)

17 PROPERTY ID: 504205070010, 11 & 20
ADDRESS: 2130-2140 NW 6th Street
PARCEL SIZE: Approx. 21,000 SF
LOCATION: South side of Sistrunk Boulevard Between NW 21 Terrace and the FEC Railway
USE: Vacant Lots (native grass and weeds) including shrub beds in swale area around monument entry sign on east and west side of NW 21 Terrace

18 PROPERTY ID: 5042050721 & 30
ADDRESS: 522-540 NW 21 Terrace
PARCEL SIZE: Approx. 15,000 SF
LOCATION: East Side of NW 21 Terrace, South of Sistrunk Boulevard
USE: Vacant Lots (native grass and weeds) and Hedge at south property line.

19 PROPERTY ID: 504205010800
ADDRESS: 2155 NW 6 Street
PARCEL SIZE: Approx. 6312 SF (Triangular Parcel)
LOCATION: North Side of Sistrunk Directly West of Betty's Restaurant
USE: Vacant Lot (sodded)

20 PROPERTY ID: 504204230080
ADDRESS: 1559 NW 6 Street
PARCEL SIZE: Approx. 4435 SF
LOCATION: NE Corner of NW 16 Avenue and Sistrunk Boulevard
USE: Vacant Lot (sodded)

21 PROPERTY ID: 504205070240
ADDRESS: 2162 NW 6 Street
PARCEL SIZE: Approx. 7000 SF
LOCATION: SE Corner of NW 22 Avenue and Sistrunk Boulevard
USE: Vacant Lot (sodded) and Hedge including shrub beds in swale area around monument entry sign on east side of NW 22 Avenue

22 PROPERTY ID: 504205070950 & 51
ADDRESS: 533 & 539 NW 22 Avenue
PARCEL SIZE: Approx. 6891 SF
LOCATION: SW Corner of NW 22 Avenue and Sistrunk Boulevard
USE: Vacant Lots (sodded) and Hedge; including shrub beds in swale area around monument entry sign on west side of NW 22 Avenue

23 PROPERTY ID: PORTIONS OF 504205071370, 1390, 1380, 1390, 1410 & 1420
ADDRESS: NA
SIZE: Approx. 8800 SF
LOCATION: West of NW 24th Avenue and South of Sistrunk Boulevard
USE: Approximately a 20 foot sodded strip along wooded lots fronting NW 24th Avenue for a distance of approx. 440 feet starting at the River

24 ROAD CLOSURE located at NW 1st Avenue, North of NW 9th Street
SIZE: Approx. 600 SF.
USE: Shrubs with Mulch, Grass Area and Pavement

25 ROAD CLOSURE located at NW 2nd Avenue Between NW 9th Street and Sunrise Boulevard
SIZE: Approx. 1000 SF
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

26 ROAD CLOSURE located at NW 3rd Avenue Between NW 9th Street and Sunrise Boulevard
SIZE: Approx. 800 SF
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

27 ROAD CLOSURE located at NW 4th Avenue Between NW 9th Street and Sunrise Boulevard SIZE: Approx. 1000 SF.
USE: Shrubs with Mulch, Grass Area, Pavement and City Trash Receptacle

28 ROAD CLOSURE located at NW 7th Street, West of NW 4th Avenue
SIZE: Approx. 500 SF
USE: Shrubs with Mulch and Pavement

29 ROAD CLOSURE located at NW 8th Street Between NW 4th Avenue and NW 5th Avenue
SIZE: Approx. 500 SF.
USE: Shrubs with Mulch and Pavement

Note: No work shall be performed unless a Notice to Proceed for individual parcels is provided by the CRA. Parcels may be added or eliminated from the list at the discretion of the CRA, or as new properties are acquired or sold, whereby pricing based on the bids by the Contractor for lots of comparable size in this Invitation to Bid.

07. BILLING ITEMIZATION

The contractor will only receive payment for the number of maintenance services completed prior to submitting a monthly invoice. It is the responsibility of the contractor to submit detailed documentation by individual location and dates of service accomplished. This is to be attached to or made a part of their monthly invoice.
An example of the required detailed information is shown below.

Invoice Date:	December 1, 2006
Location:	Location 1 was mowed X times (of the anticipated XX) during the December billing period.
Payment Due:	X times $____/per mowing = $ _____

Details to be included:

Parcel #2	11/1	11/15	11/29
Parcel #5	11/1	11/15	11/29
Parcel #8	11/2	11/16	11/30

08. INVOICES AND PAYMENTS

Invoices shall be received at the completion of each month of service. The City/CRA reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received.

09. MAKE-UP WORK / PAYMENT 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-up the work not completed and correct all discrepancies between the hours of 7:00 am and dusk the following work day. This make-up work and 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/CRA's Contract Administrator, or his designee, shall result in the deduction of the total cost for mowing of that parcel from the monthly invoice.

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

10. Records Maintenance and Audits

The City/CRA 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/CRA'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.

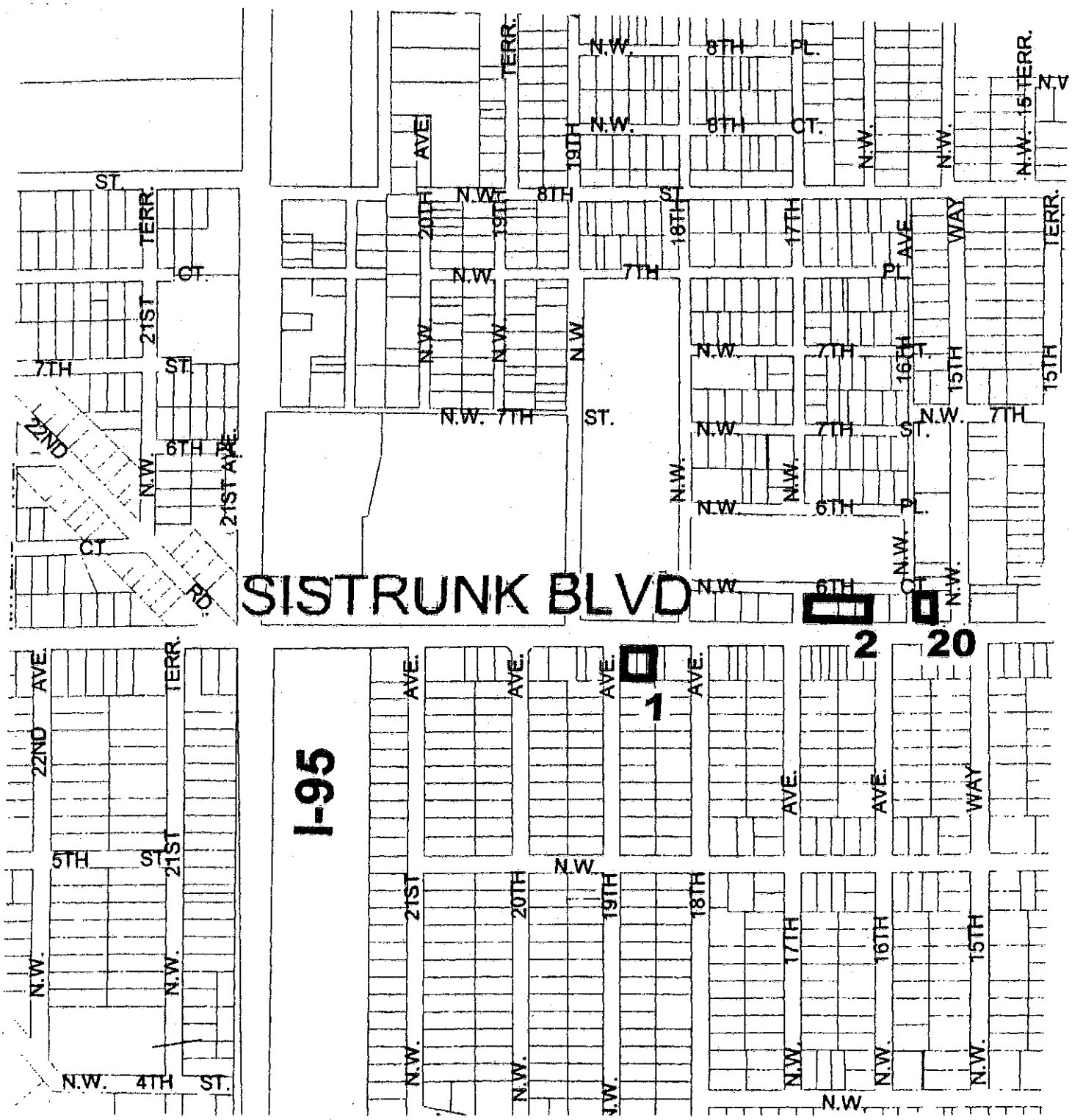
Such records shall be maintained, as an independent certified public accountant would need to examine, in order to certify a statement of contractor's operations according to generally accepted auditing standards.

11. Additional Items/Duties

The City/CRA 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 of servicing parcels added to the list shall not exceed the maximum price the Contractor is currently charging for the lowest priced comparably sized existing parcel on the Bidders Proposal Pages. The City/CRA will procure the services for such additional work as is in the best interest of the City/CRA. If the price(s) offered are not acceptable to the City/CRA, the City/CRA reserves the right to procure those services from other vendors, or to cancel the contract upon giving the contractor thirty (30) days written notice.

END OF PART II

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



LOCATION MAP

500 0 500 1000 Feet

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale

LOCATION MAP

500 0 500 1000 Feet

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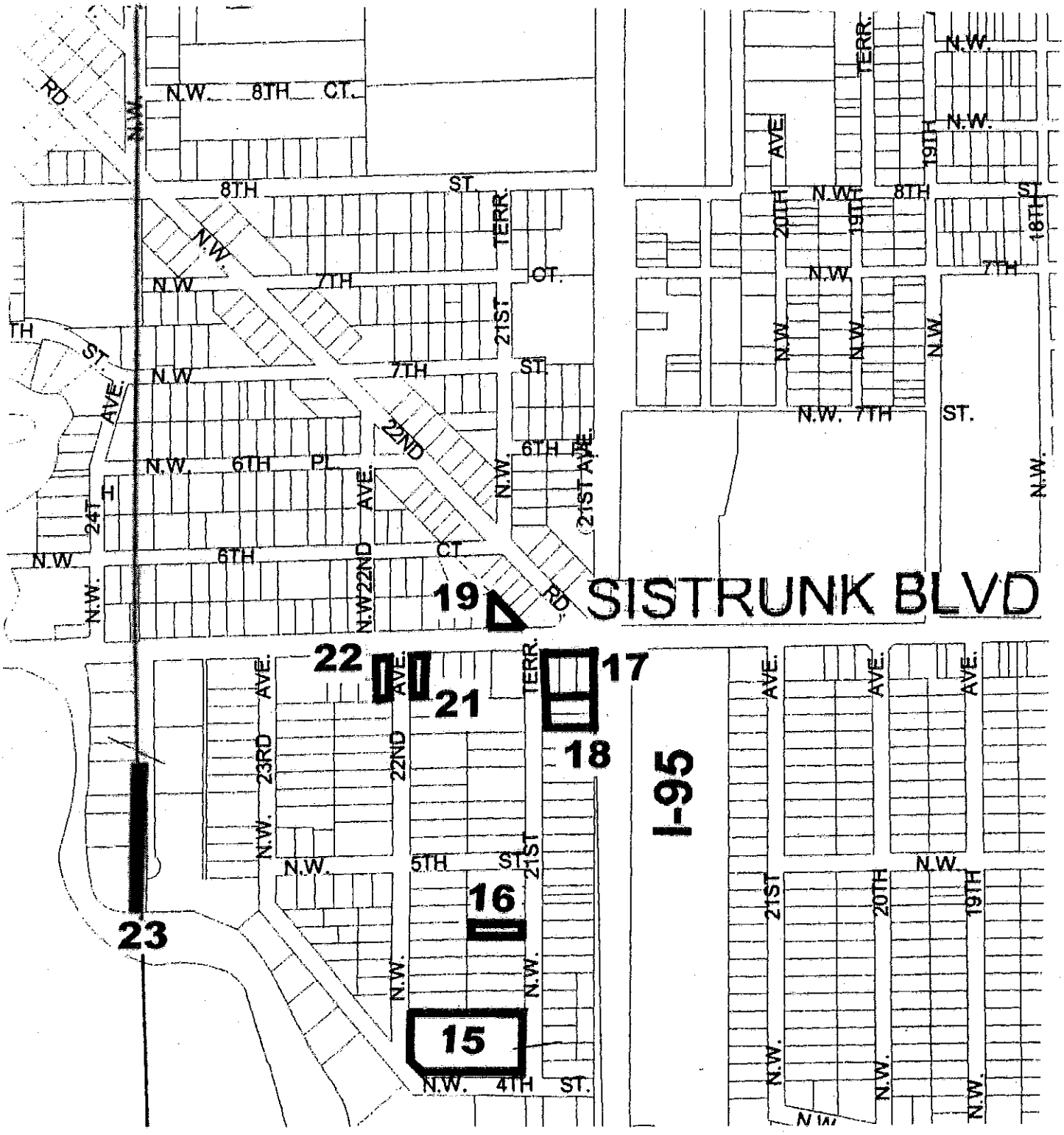
Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



LOCATION MAP

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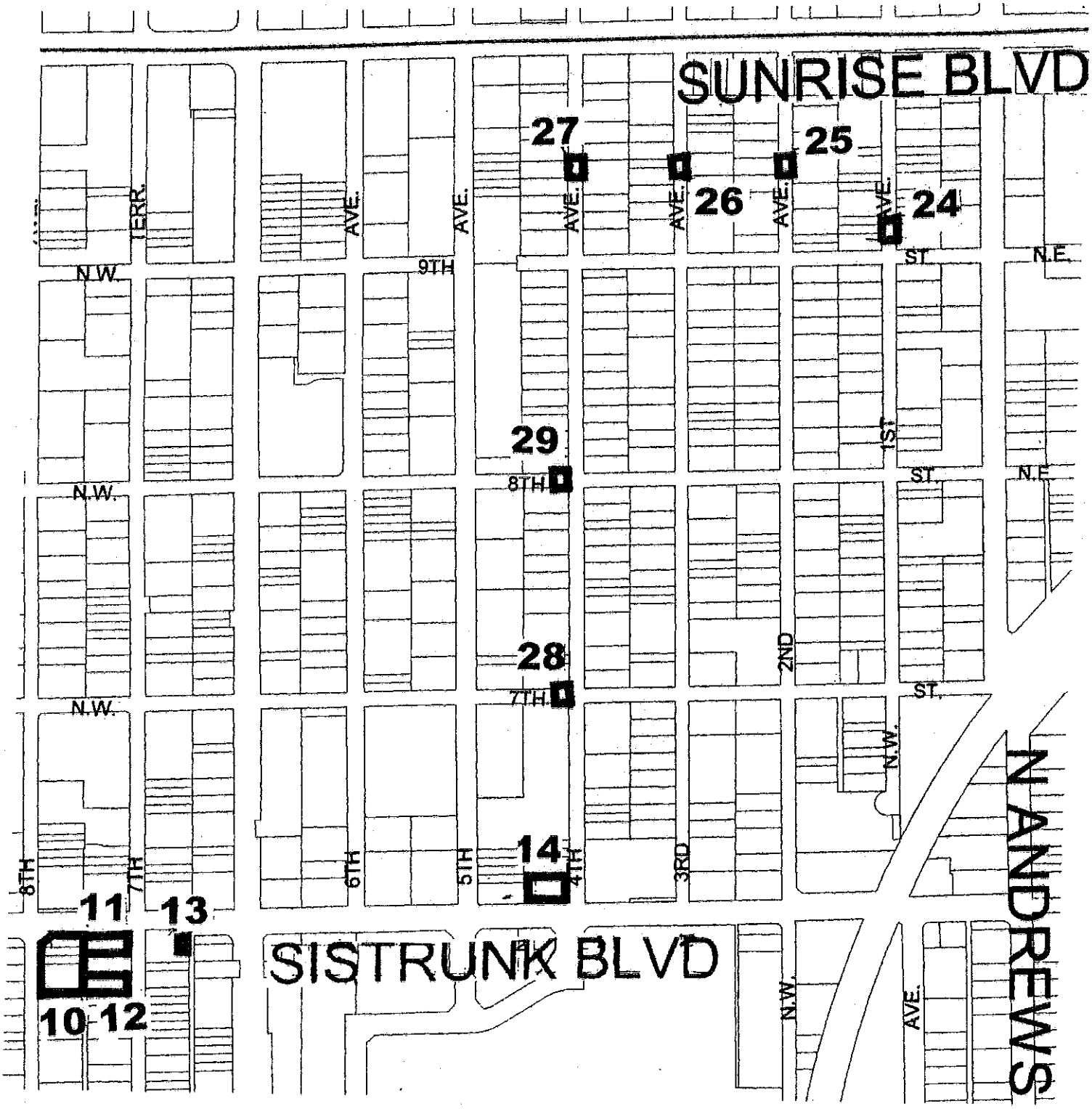
Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale



LOCATION MAP

500 0 500 1000 Feet

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:
Business Name: CREATIVE LAWN MAINTENANCE

Receipt #: 324-245921
Business Type: LAWN MAINTENANCE/LANDSCAPE (LAWN SERVICE)

Owner Name: DAVID E BROWN
Business Location: 2900 NW 6TH CT
POMPANO BEACH
Business Phone:

Business Opened: 12/30/2011
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID E BROWN
2900 NW 6 CT
POMPANO BCH, FL 33069

Receipt #13B-11-00008292
Paid 07/31/2012 33.00

2012 - 2013

Employee Acknowledgement
Of
Personal Protective Equipment Training

I, Chakka McFadden have been trained in the company's personal protective equipment program. The protective equipment required in my work area has been explained and I am aware of the company's policy and requirement.

Chakka McFadden — Employee's Signature

January 14, 13 — Date

David E Brown — Supervisor's Signature

January 14, 13 — Date

CERTIFICATE OF COMPETENCY

BROWARD COUNTY
FLORIDA

EDWIN W. YOUNG

TREE TRIMMER "B" CERTIFICATION
GREEN THUMB TREE TRIMMERS
OWNER AND TRAINED EMPLEE

CC# B-1099 Ref. 27403703
Expires 8/31/2013 Ctrl# 13-20933

GREEN THUMB TREE TRIMMERS

OWNER AND TRAINED EMPLEE

470 NE WAVECREST COURT

BOCA RATON

FL 33432

Personal Protective Equipment
Training Meeting Record
For

Company Name: **CREATIVE LAWN MAINTENANCE**
Company Address: 2900 N.W. 6th Court Pompano Beach, Fl 33069
Date of Training _____ Training Provided By: David Brown

TRAINING TOPIC COVERED

(1) A summary of the standard and our written program
(2) When PPE is necessary
(3) What PPE is necessary
(4) How to properly don, doff, adjust, and wear PPE
(5) Limitations of the PPE
(6) Proper care, maintenance, useful life, and disposal of the PPE

EMPLOYEE NAME	Signature

Written Hazard Assessment
For
Selecting Personal Protective Equipment

1. Identifying and evaluating equipment and processes
2. Reviewing injury/accident/incident records
3. Reviewing previously selected PPE

Date of Evaluation: _____
Workplace
Evaluated By: _____

Evaluator Title: _____

HAZARD TYPE (impact, penetration, chemical--(corrosive, reactive, toxic, irritant, flammable, etc), heat, harmful (or nuisance) dust, light / radiation, electrical, biohazard, noise, other)	**LOCATION/ SOURCES/ TASKS**	**ANALYSIS OF RISK** (Low/ Medium / High) Level of Risk	Seriousness of Potential Injury	**PPE (REQUIRED)**	**PPE (OPTIONAL)**
Eye Injury	Weed eating, grass cutting, mulching	High	High	Safety Glasses	Face Shield

Personal Protective Equipment (PPE)
For
CREATIVE LAWN MAINTENANCE

The Hazard Communication Coordinator will monitor and maintain records of employee training and advise the facility manager on training needs.

VI. Contractors and Other "Outside" Employers

The Hazard Communication Coordinator, upon notification from management, will advise outside contractors of any chemical hazards which may be encountered in the normal course of their work on the premises. Likewise, contractors and other outside employers will be required provide information to the Hazard Communication Coordinator regarding any hazardous materials they will introduce into our facilities. This information may be conveyed by providing MSDS's to the appropriate personnel.

VII. Non-Routine Tasks

Supervisors contemplating a non-routine task, will consult with the Hazard Communication Coordinator and ensure that employees are informed of chemical hazards associated with the performance of these tasks and appropriate protective measures. This will be accomplished by a meeting of supervisors and the Hazard Communication Coordinator with affected employees before such work is begun.

VIII. Additional Information

Further information on this written program, the Hazard Communication Standard, and applicable MSDS's is available by contacting the Corporate Safety Director.

IV. Labels and Other Forms of Warning

David Brown is designated to ensure that all hazardous chemicals in the facility are properly labeled. Labels should list at least the chemical identity, appropriate hazard warnings, and the name and address of the manufacturer, importer, or other responsible party. *David Brown* will refer to the corresponding MSDS to verify label information. Immediate use containers, small containers in which materials are poured for use on that shift by the employee drawing the material, do not require labeling. To meet the labeling requirements of HCS for other in-house containers, refer to the label supplied by the manufacturer. All labels for in-house containers will be approved by *David Brown* prior to their use.

David Brown will check on a monthly basis to ensure that all containers in the facility are labeled and that the labels are up to date.

V. Training

Each employee who works with or is potentially exposed to hazardous chemicals will receive initial training on the HCS and the safe use of those chemicals. Additional training will be provided for employees whenever a new hazard is introduced into their work areas. Hazardous chemical training will be conducted by *David Brown*.

The training will emphasize these elements:

> A summary of the standard and this written program;

> Hazardous chemical properties including visual appearance and odor and methods that can be used to detect the presence or release of hazardous chemicals;

> Physical and health hazards associated with potential exposure to workplace chemicals;

> Procedures to protect against hazards, e.g., personal protective equipment, work practices, and emergency procedures;

> Hazardous chemical spill and leak procedures; and,

> Where MSDS's are located, how to understand their content, and how employees may obtain and use appropriate hazard information.

CREATIVE LAWN MAINTENANCE

HAZARD COMMUNICATION PROGRAM

I. General

The purpose of this instruction is to ensure that **CREATIVE LAWN MAINTENANCE** is in compliance with the Occupational Safety and Health Administration's Hazard Communication Standard (HCS) 29 CFR 1910.1200.

David Brown is designated as the Hazard Communication Program Coordinator and as such acts as the representative of the President of **CREATIVE LAWN MAINTENANCE**, who has overall responsibility.

In general, each employee in the facility will be apprised of the substance of the HCS, the hazardous properties of chemicals they work with, and measures to take to protect themselves from these chemicals.

II. LIST OF HAZARDOUS CHEMICALS

The Hazard Communication Coordinator will maintain a list of all hazardous chemicals used in the facility, and update the list as necessary. The hazardous chemical list will be updated upon receipt of hazardous chemicals at the facility. The list of hazardous chemicals is maintained in Administrative Office of Creative Lawn Maintenance, LLC.

III. Material Safety Data Sheets (MSDS's)

The Hazard Communication Coordinator will maintain an MSDS on every substance listed on the hazardous chemical list in. The MSDS will consist of a fully completed OSHA Form 174 or equivalent. The Hazard Communication Coordinator will ensure that all MSDS's are kept in the *Administrative Office of Creative Lawn Maintenance, LLC* All MSDS's will be readily available to all employees.

The HazCom Coordinator is responsible for acquiring and updating MSDS's. The Coordinator will review each MSDS for accuracy and completeness. All new procurements for the facility must be cleared by the Hazard Communication Coordinator. Whenever possible, the least hazardous substance will be procured. MSDS's that meet the requirements of the HCS must be fully completed and received at the facility either prior to or at the time of receipt of the first shipment of any potentially hazardous chemical purchased from a vendor. It may be necessary to discontinue procurements from vendors failing to provide approved MSDS's in a timely manner.

6. Do not exceed the load capacity as posted on the door of the trailer.
7. Do not place all the heavy equipment on one side of the trailer.

Lawn Mower Blade Removal and Sharpening

1. Turn off the mower and remove the spark-plug wire before removing the blade.
2. Use an extension ratchet, or an offset wrench, to remove cutting blades. If the equipment is fitted with a blade lockdown device, engage the lockdown before beginning the blade removal/installation process. If no lockdown device is available, keep the blade from turning or slipping by holding it with a gloved hand.
3. Do not use grinding wheels that have chips, cracks or grooves.
4. Do not use the grinding wheel if it wobbles. Tag it "Out of Service."
5. Adjust the tongue guard so that it is no more than ¼-inch from the grinding wheel.
6. Do not try to stop the grinding wheel with your hand, even if you are wearing gloves.
7. Allow blade to cool for 5 minutes after sharpening before reinstalling it on the mower.

PESTICIDE AND FERTILIZER SPRAYING OPERATORS

Pesticide and Fertilizer Spraying

1. Do not handle or spray pesticides if you have open cuts or scratches on exposed skin surfaces on your arms or hands.
2. Visually inspect the area to be sprayed for trip hazards, low branches, and clotheslines before beginning the job. Avoid these hazards as you spray.
3. Keep containers labeled "Pesticides" tightly closed when you have finished using them.
4. Do not transfer pesticides or fertilizers into an unmarked or unlabeled container.
5. Do not transport a pesticide container in the cab of a service vehicle.
6. Always spray downwind; do not stand downwind when others are spraying.
7. Do not smoke or carry smoking materials while handling or spraying from containers labeled "Pesticide" or "Fertilizer."
8. Wash pesticide-contaminated clothes separately from other clothing.
9. Carry fresh water and soap in the service vehicle when you are going to a pesticide or fertilizer-spraying job.
10. Remove work clothes immediately whenever clothing becomes soaked or wet with liquids from containers labeled "pesticide."
11. Walk through areas to be sprayed before spraying, and remove or "flag" low branches and clotheslines before spraying. Stand clear of these trip hazards as you spray.
12. Do not use empty or washed containers labeled "Pesticide" as eating or drinking containers.
13. At the end of the workday, spray operators must remove their work clothes and take a shower in the employee locker room before going home.
14. Refill the containers labeled "Hand wash," "Soap Cleanser" and "Drinking Water" that are on the service vehicles before going to a pesticide or fertilizer-spraying job. Do not drink from the "Hand wash" container; do not wash hands from the "Drinking Water" container.

3. Always start a chain saw with a 10-inch or larger bar on the ground. Engage the chain brake, place one foot through the bottom handle, hold the top handle and pull the starter rope.
4. Do not place a chain saw on your knee when starting it.
5. Always use both hands to maintain control of the chain saw.
6. When moving from tree to tree or cut to cut, activate the chain brake, remove your finger from the trigger and keep the bar away from your body.
7. Do not operate a chain saw above your shoulder height.
8. To prevent kickback, keep the nose of the bar clear of other nearby objects during cutting.
9. Do not set a saw down while the blade is engaged.
10. Stop the engine and turn the switch to "Off" when the chain saw is to be left unattended.

Hedge and Tree Trimming

1. Wear long sleeves, long pants and gardening gloves when trimming hedges or when picking up cuttings from thorny shrubs.
2. If you discover or find a wasp nest or beehive while hedging or trimming, use the long-distance aerosol insecticide labeled "Wasp and Bee Insecticide" to spray the nest. Test with a stick or pole once again to ensure all bees/wasps are gone before continuing work.
3. Seek first aid immediately if bitten or stung by wasps or bees.
4. Do not handle caterpillars or other insects with your bare hands.
5. Do not wear dangling jewelry while using hedge clippers.
6. Position yourself so your hedge and tree-cutting movements are performed below your shoulder level.
7. Do not break branches, sticks or twigs over your legs or knees or under your feet. Use clippers, shears or a saw to cut them.

Hand Saws

1. Keep control of saws by releasing downward pressure at the end of the stroke.
2. Do not use a saw that has dull saw blades.
3. Oil saw blades after each use.
4. Keep hands and fingers away from the saw blade while using the saw.
5. Do not carry a saw by the blade.
6. Return saws, clippers, and other cutting tools to their sheaths or guarded storage place after use.

Vehicle/Trailer Safety

1. Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing any equipment from the trailer.
2. Secure equipment and fuel tanks to the vehicle with chains or straps to eliminate or minimize shifting of the load.
3. No one is permitted to ride in the trailer.
4. Use ramps to load and unload mowers and edges from the trailer.
5. Take slow, wide turns when towing trailers.

9. Turn off the mower before dumping grass catcher or removing clogged grass from chute.
10. When using a riding mower, mow up and down the slope. Do not mow across a slope.
11. To mow across a slope, use an upright mower.
12. Keep the mower in gear when going down slopes.

Edging

1. Do not start an edger with the blade touching the ground.
2. Do not allow anyone to stand in front of, or on the unguarded side of the blade while the edger is in operation.
3. Operate the edger at full blade speed.
4. When edging along roads, driveways or parking lots, stay as close to the curb as possible.

Line Trimming/Weed Eater/Brush cutters

1. Do not start the brush cutter if anyone is within 30 feet of it.
2. Place the brush cutter on firm ground or other solid surface in open area before starting it.
3. Before refueling, remove the trimmer from your harness, place the trimmer on the ground and allow the engine to cool.
4. Stop the brush cutter before putting it down.
5. Keep the tool clear of you when you are cutting.
6. Do not wrap the starter rope around your hand.
7. Do not allow the grip to snap back; guide the starter rope as it rewinds.
8. Hold the brush cutter with two hands and wear the harness.
9. Do not cut above waist level; use the tool at ground level.

Backpack Blowers

1. Read and follow the manufacturer's routine and preventive maintenance schedule posted on the storage closet wall.
2. Only use grip locations as specified by the manufacturer as a handhold when operating the blower.
3. Before refueling, remove the blower from your harness, place the blower on the ground and allow the engine to cool.
4. Do not pour fuel into the tank of a running engine.
5. Allow the engine to cool before performing maintenance or refueling.
6. Do not smoke while servicing, using or refueling the blower.
7. Do not use the blower to clean yourself.
8. Do not direct the blower toward bystanders.

Chain Saws

1. When transporting a chain saw by hand, stop the engine, grip the saw handle, place the muffler at the side away from your body and position the guide bar to the rear.
2. Do not remove the chain brake or alter handles, chain brake, chain or covers.

4. Allow only one person on the ladder at a time.
5. Face the ladder when climbing up or down.
6. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
7. Secure the ladder in place by having another employee hold it.
8. Do not stand on the top two rungs of any ladder.
9. Do not stand on a ladder that wobbles, or that leans to the left or right.
10. Do not carry items in your hands while climbing up or down a ladder.
11. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.

Gasoline-powered Lawn Maintenance Tools

1. Wear safety glasses, a dust mask and closed-toe shoes when operating any mower, edger, chain saw, line trimmer, or any other gasoline powered lawn maintenance tool.
2. Do not use a chain saw, lawn mower, or any other gasoline-powered lawn tool if you are taking medication from a container labeled "May cause drowsiness."
3. Read and follow the manufacturer's routine and preventive maintenance schedule posted on the workshop wall.
4. Do not use tools with parts that are loose, worn, cracked or otherwise visibly damaged.
5. Tag damaged tools "Out of Service" to prevent accidental start up or use.
6. Do not alter or bypass any safety device provided by the manufacturer.
7. Use only the grip locations, as specified by the manufacturer, as handholds when operating the unit.
8. Do not pour fuel into the tank of a running engine.
9. Do not smoke while servicing, using or refueling a gasoline-powered tool.
10. Keep body parts and clothing away from the running engine and the cutting blade.
11. Do not run a gasoline engine inside the storage shed.
12. Turn off the engine when you are not cutting or trimming.
13. Allow the engine to cool before performing maintenance or refueling.
14. Stop the engine and disconnect the spark-plug wire before cleaning, inspecting, adjusting or repairing cutting blades or other rotating parts.
15. Allow the engine to cool before covering or storing it in the storage shed.

Mowing

1. Before entering fenced back yards, check for dogs by shaking the gate. If a dog is present, ask the owner to restrain the dog until you finish your job; check again before entering.
2. Visually inspect the area to be mowed. Remove or mow around hazards such as tree stumps, roots, rocks, branches, sprinklers, hoses, electrical cords, light fixtures, pipes, clotheslines and toys.
3. Never bypass the kill switches on the mower handle.
4. Only the operator is permitted to ride on a riding mower.
5. Put the mower into neutral before starting or shutting off a riding power mower.
6. Do not place hands or feet under the mower deck.
7. Do not direct the grass discharge toward bystanders.
8. Empty the grass catcher to avoid clogging the mower.

Safety Procedures for
Sic #0782
Lawn And Garden Services

Lawn Maintenance Personnel

General Rules

1. When working outdoors during the day, wear sun block, a long sleeve shirt, a hat and long pants.
2. Stop lawn maintenance operations during an electrical storm and when lightning is visible or thunder is heard.
3. Use work gloves when handling tree stumps and branches.
4. Remove your gloves and wash your hands with soap and water after handling tree stumps and branches.

Lifting Procedures

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use a wheelbarrow or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object with your hands and fingers. Use handles when present.
10. Never lift anything if your hands are greasy or wet.
11. Wear protective gloves when lifting branches or clippings with thorns or jagged edges.
12. Hold objects as close to your body as possible.
13. Perform lifting movements smoothly and gradually; do not jerk the load.
14. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
15. Set down objects in the same manner as you picked them up, except in reverse.
16. Slide materials to the end of the tailgate before attempting to lift them off of a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

Ladder Usage

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads, or other visible damage.
3. Keep ladder rungs clean and free of dirt or mud.

Machete

1. Wear steel-toed shoes when using a machete.
2. Do not use a dull machete.
3. When carrying a machete, grasp the handle and not the blade.
4. When handing a machete to your co-worker, hand it to him/her handle first.

Steel Rakes

1. Wear leather gloves and steel-toed shoes when using a steel rake.
2. Do not lay steel rakes on the ground with the prongs facing upward.
3. When handing a steel rake to your coworker, hand it to him/her handle first.

DRIVERS

Driving Safety

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey all traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on your hands.

Vehicle/Trailer Safety

1. Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing any equipment from the trailer.
2. Secure equipment and fuel tanks to the vehicle with chains or straps to eliminate or minimize shifting of the load.
3. No one is permitted to ride in the trailer.
4. Use ramps to load and unload mowers and edges from the trailer.
5. Take slow, wide turns when towing trailers.
6. Do not exceed the load capacity as posted on the door of the trailer.
7. Do not place all the heavy equipment on one side of the trailer.

1. Follow the manufacturer guidelines concerning changes in the lift capacity before adding an attachment to a forklift.
2. Do not use broken pallets.

Starting the Forklift

1. Apply the foot brake and shift gears to neutral before turning the key.

Forklift Driving Rules

1. Do not exceed a safe working speed of 5 miles per hour, and slow down when approaching worker areas.
2. Do not raise or lower a load while you are en route.
3. After picking up a load, adjust the forks so the load is tilted slightly backward for added stability.
4. Drive at a walking pace and apply brakes slowly to stop when driving on unstable or wet ground.
5. Steer wide when making turns.
6. Drive in reverse and use a signal person when the load blocks vision.
7. Look in the direction you are driving; proceed when you have a clear path.
8. Drive loaded forklifts in reverse when driving down a slope.
9. Drive unloaded forklifts in reverse when going up a slope, and forward when going down a slope.
10. Do not use "Reverse" to brake.

Picking Up a Load

1. Square up on the center of the load and approach it straight on with the forks in the travel position.
2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about 1 foot, and then slowly and evenly tilt the mast backward to stabilize the load.

Stacking One Load on Top of Another

1. Stop about 1 foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the forks no longer support the load.
4. Look over both shoulders for obstructions and back straight out if the path is clear.
5. Lower the forks 4 to 6 inches at the tips, and 2 inches at the heels before driving the forklift.

Shutting Off the Forklift

1. Lower the mast completely, turn off the engine and set the parking brake before leaving your forklift.

11. Follow this procedure before picking up any bags that have sharp wire or tree branches protruding from them: With two hands, grab the top of the bag above the tie-off and hold the bag away from your body.

Machete

1. Wear steel-toed shoes when using a machete.
2. Do not use a dull machete.
3. When carrying a machete, grasp the handle and not the blade.
4. When handing a machete to your co-worker, hand it to him/her handle first.

Wheelbarrow

1. Wear leather gloves when using a wheelbarrow.
2. Do not use a wheelbarrow with a wobbly or loose wheel.
3. Do not stand on a wheelbarrow or use it as a work platform.
4. Do not transport anyone in a wheelbarrow.
5. Do not push wheelbarrow with handles in an upright position.

SOD INSTALLATION

Sod Cutters

1. Stop the engine and disconnect the spark-plug wire before cleaning, inspecting, adjusting or repairing cutting blades or other rotating parts.
2. Keep body parts and clothing away from the running engine and the cutting blade.
3. Do not alter or bypass any safety device provided by the manufacturer.
4. Shift the gear of the sod cutter into neutral before starting or shutting it off.
5. Do not allow anyone to stand in front of the sod cutter when it is in operation.
6. When cutting along roads, stay as close to the curb as possible.
7. Allow the sod cutter to cool before covering or storing it in the storage shed.

Forklifts

Pre-Use Inspection

Do not use the forklift if any of the following conditions exist:

1. The mast has broken or cracked weld-points.
2. The roller tracks are not greased, or the chains are not free to travel.
3. Forks are unequally spaced or cracks exist along the blade or at the heels.
4. Hydraulic fluid levels are low.
5. Hydraulic line and fitting have excessive wear or are crimped.
6. Fluid is leaking from the lift or the tilt cylinders.
7. The hardware on the cylinders is loose.
8. Tires are excessively worn, split or have missing tire material.
9. Air-filled tires are not filled to the operating pressure indicated on the tire.
10. Batteries have cracks or holes, uncapped cells, frayed cables, broken cable insulation, loose connections or clogged vent caps.

Forklift General Rules

2. Keep the tree spade's operating radius at least 10 feet away from energized power lines.
3. Clear all personnel from the tree spade before beginning operation.
4. Operate the tree spade only while positioned at the loader control.
5. Keep body parts and clothing away from the power driven parts.
6. When digging on a slope, face the loader up or down the slope. Do not dig with the loader facing across the slope.
7. Only the operator is permitted to operate the tree spade.
8. Before disconnecting or loosening any part of the spade's drive system, lower the spade to the ground.
9. Use a piece of cardboard or wood to check for hydraulic fluid leaks. Do not use your bare hands.
10. Do not work under a raised tree spade.
11. Replace the guards before starting the tree spade and after making adjustments or repairs.
12. Do not remove, alter or bypass any safety guards or devices when operating the tree spade.
13. Apply the parking brakes firmly and put the tractor or truck in park before starting to dig a hole.

SHRUB INSTALLATION

Shovels

1. Wear leather gloves and steel-toed shoes when using the shovel.
2. Do not jump up and down on the step of the shovel.
3. When handing a shovel to your co-worker, hand it to him/her handle first.
4. When pitching dirt, pitch it to your side. Do not pitch it over your head or shoulder.
5. Make sure there is no one to the side you are pitching dirt.
6. If the ground does not give in while shoveling, use alternate equipment such as an auger.

Post Hole Diggers

1. Wear leather gloves and steel-toed shoes when using the post-hole digger.
2. When handing a post-hole digger to your co-worker, hand it to him/her handle first.
3. Use two hands to control a post-hole digger.

Pruning and Cutting

1. Wear leather gloves when handling tree branches.
2. Do not use cutting shears, utility knives or wire cutters with broken or loose handles.
3. Cut in the direction away from your body when using cutting shears, utility knives, wire cutters or other cutting tools.
4. Use the locking clip on the cutting shears after use.
5. Do not attempt to catch a falling tool.
6. Do not pick up cutting tools by their blades.
7. When handling cutting shears or other cutting tools, direct sharp points and edges away from you.
8. Do not perform "make-shift" repairs to tools.
9. Keep the blade of all cutting tools sharp.
10. Do not throw tools from one location to another, from one employee to another, or from ladders.

b. Moving the auger control lever up and down a several times to relieve the residual hydraulic pressure.
c. Using a piece of cardboard or wood to check for hydraulic fluid leaks. Do not use your bare hands.

Hand-Powered Augers

1. Operate a two-person auger with two people.
2. Do not operate a one-person auger with more than one person.
3. Do not use the auger as an anchoring device.
4. Do not over-speed the engine by altering the governor setting or by disconnecting the engine governor.
5. Stop the engine and disconnect the spark-plug wire before cleaning, inspecting, adjusting or repairing the auger.

Pruning and Cutting

1. Wear leather gloves when handling tree branches.
2. Do not use cutting shears, utility knives or wire cutters with broken or loose handles.
3. Cut in the direction away from your body when using cutting shears, utility knives, wire cutters or other cutting tools.
4. Use the locking clip on the cutting shears after use.
5. Do not attempt to catch a falling tool.
6. Do not pick up cutting tools by their blades.
7. When handling cutting shears or other cutting tools, direct sharp points and edges away from you.
8. Do not perform "make-shift" repairs to tools.
9. Keep the blade of all cutting tools sharp.
10. Do not throw tools from one location to another, from one employee to another, or from ladders.
11. Follow this procedure before picking up any bags that have sharp wire or tree branches protruding from them: With two hands, grab the top of the bag above the tie-off and hold the bag away from your body.

Staking

1. Wear gloves and safety glasses when snipping the tree support wire.

Shovels

2. Wear leather gloves and steel-toed shoes when using the shovel.
3. Do not jump up and down on the step of the shovel.
4. When handing a shovel to your co-worker, hand it to him/her handle first.
5. When pitching dirt, pitch it to your side. Do not pitch it over your head or shoulder.
6. Make sure there is no one to the side you are pitching dirt.
7. If the ground does not give in while shoveling, use alternate equipment such as an auger.
8. Do not lay the shovel on the ground with the spade facing upward.

Tree Spades

1. Wear hard hats, hearing protection and safety goggles while operating the tree spade.

Skid Steer Loaders

1. Wear seat belts when provided on skid steer loaders with roll over protection.
2. Carry the load low for stability.
3. Back up on slopes. Do not drive forward up slopes.
4. No passengers are permitted on skid steer loaders.
5. Do not travel or turn with the lift arms up.
6. Do not leave the skid steer loader unattended while the engine is running or while the lift arms are up.
7. Do not modify equipment or add attachments not approved by the manufacturer.

Front End Loaders

1. Do not use a bucket or attachment for a working platform or personnel carrier.
2. Operate the loader from the seat. Do not operate the loader from outside the cab.
3. No passengers are permitted on front-end loaders.

AUGERS

General Rules

1. Do not wear loose clothing or jewelry while operating the auger. Wear earplugs, long pants, gloves, and sturdy boots with non-slip soles.
2. Clear all personnel from the digging area before starting the auger.
3. Replace the guards before starting the auger and after making adjustments or repairs.
4. Do not remove, alter or bypass any safety guards or devices when operating the auger.
5. Do not make any adjustments or repairs to the auger while it is in operation.
6. Do not poke anything near the rotating auger.

Tractor P.T.O. Driven Augers

1. Only the operator is allowed on the tractor when the auger is in operation.
2. Apply the tractor brakes firmly and put the tractor in park before starting to dig a hole.
3. Shut off the tractor, engage the parking brake, and wait until the drivelines have stopped rotating before clearing obstructions, grass, build-up or dirt from the auger.
4. Disengage the power take-off and auxiliary hydraulics and shift the tractor into neutral or park before attempting to start the tractor.
5. Do not operate the auger if anyone is within 10 feet of the auger.
6. Lower the auger to the ground before leaving the tractor.
7. Do not leave the auger unattended with the tractor running.
8. Keep the tractor platform free of dirt, trash, grease and oil.
9. Operate the auger only while seated in the tractor and never from the ground unless the auger is equipped with remote hydraulic controls.
10. Do not use the auger on quick, couple-type, three-point hitches.
11. Do not crawl under the auger for any reason.
12. Transport the tractor/auger slowly over rough terrain.
13. Do not allow anyone on the auger while the tractor is in motion.
14. Before disconnecting lines to the auger's hydraulic cylinders, relieve all hydraulic pressure by:
    a. Shutting off the tractor.

Ladder Usage

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads, or other visible damage.
3. Keep ladder rungs clean and free of dirt or mud.
4. Allow only one person on the ladder at a time.
5. Face the ladder when climbing up or down.
6. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
7. Secure the ladder in place by having another employee hold it.
8. Do not stand on the top two rungs of any ladder.
9. Do not stand on a ladder that wobbles, or that leans to the left or right.
10. Do not carry items in your hands while climbing up or down a ladder.
11. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.

Backpack Blowers

1. Read and follow the manufacturer's routine and preventive maintenance schedule posted on the storage closet wall.
2. Only use grip locations as specified by the manufacturer as a handhold when operating the blower.
3. Before refueling, remove the blower from your harness, place the blower on the ground and allow the engine to cool.
4. Do not pour fuel into the tank of a running engine.
5. Allow the engine to cool before performing maintenance or refueling.
6. Do not smoke while servicing, using or refueling the blower.
7. Do not use the blower to clean yourself.
8. Do not direct the blower toward bystanders.

Fuel Storage and Refueling

1. Do not pour fuel into the tank of a running engine.
2. Do not smoke while servicing, using or refueling a gasoline-powered tool.
3. Do not run a gasoline engine inside the storage shed.
4. Allow the engine to cool before performing maintenance or refueling.
5. Wash your hands with soap and water if you spill gasoline on your hands.

TREE INSTALLATION

Boom Truck Safety

1. Set the truck parking brake before starting the crane.
2. Set the truck on as firm and level ground as possible.
3. Only one person is allowed to operate the boom truck. Stop operations once someone enters the loader's operating radius.
4. Do not let anyone get under the boom or the load.
5. When loading is complete, place the boom in the cradle or place it on the ground and shut off the crane before exiting.
6. Do not leave the boom raised when it is not in operation.

Safety Procedures for
Sic # 0781
Landscape, Counseling, Planning

LANDSCAPE ARCHITECTS/DESIGNERS

General Rules

1. Straighten or remove rugs and mats that do not lie flat on the floor.
2. Do not use extension or power cords that have the ground prong removed or broken off.
3. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances and exits.
4. Open one file cabinet drawer at a time.
5. Put heavy files in the bottom drawers of file cabinets.
6. Use the handle when closing doors, drawers and files.
7. Close drawers and doors immediately after use.
8. Store sharp objects, such as pens, pencils, letter openers, compass or scissors in drawers or with the points down in a container.
9. Use a staple remover, not your fingers, to remove staples.

Video Display Terminal Ergonomics

1. Stand up and stretch every hour.
2. Adjust the height of your chair so when you are sitting, your elbow and keyboard height are the same.
3. If the chair height is too high, use a book or other object as a foot rest.
4. For additional lower back support, place a pillow or bundled clothing in the chair at the small of your back.

LANDSCAPE INSTALLERS –
TREE INSTALLATION, SHRUB INSTALLATION, SOD INSTALLATION

General Rules

1. Do not approach heavy equipment until the operator has seen you and signaled that it is safe to approach.
2. Keep your shirt on when working.
3. Drink plenty of clear liquids during your breaks.
4. Do not work outdoors during lightning storms.
5. Use a long-distance insecticide to destroy wasp nests.
6. Do not operate powered equipment on which you have not been trained.
7. Do not use any tool or equipment that has a loose or broken handle.
8. Call the "Call Sunshine" one-call center at (800) 432-4770, and all "Call Sunshine" non-members to have underground facilities marked 48 hours before digging.
9. Do not dig where the underground lines have been marked.

Incident Report Form

The incident report form should be a simple format for the supervisor to complete in a timely manner. It can be similar to the OSHA 301 "Injury and Illness Incident Report" form. To correctly assess the nature and causes of the incident, the form should contain questions such as

- What was the employee doing just prior to the incident
- Were there any witnesses? What were their names? Did the witnesses provide statements of the incident?
- What happened? ("Ladder kicked out and employee fell to floor", "forklift struck wall, wall collapsed.")
- What part of the body was affected by the incident? (eye, arm, leg, fingers, hand, etc.) And what was the nature of the injury? (object in eyes, fractured arm, sprained leg, lacerated finger, cut in right hand, etc.).
- What was the object or substance that directly harmed the employee (if substance/object is known).
- Was the injury fatal?

RECORD KEEPING PROCEDURES

The company will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years following the end of the year to which they relate. The data on the Injury and Illness log and posting of the Summary of Work-related injuries and illnesses will be in accordance with government regulations. The following will be included in the record keeping process:

- Log of Work-related Injuries and Illnesses (OSHA form 300)
- Summary of Work-related Injuries and Illnesses (OSHA form 300A
- Incident investigation reports (OSHA form 301 or similar)
- Workers' Compensation Notice of Injury

- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safe work practices, policies and procedures, and when changes are made to the written safety program.

If necessary, individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, or when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

FIRST AID AND MEDICAL ASSISTANCE

There will be adequate first aid supplies and /or an adequate first aid kit available at each workplace. Where required, or in the case of an emergency where the workplace is located in a remote location and emergency medical assistance can not arrive within a few minutes, there will be a designated certified first aid (and possibly CPR) trained employee who can assist in first aid emergency cases. Employees who receive work related injuries or illnesses will be given immediate attention in regards to the nature of their injury or illness.

INCIDENT INVESTIGATION

Incident Investigation Procedures

The supervisor at the location where the incident occurred will perform an incident investigation. Incidents can include property damage, near misses and workplace injuries and illnesses. These investigations are to assess the nature and the cause of the incident, not to place blame on personnel. Supervisors need to investigate incidents using procedures that include:

- Implement temporary control measures to prevent any further injuries to employees or damage to equipment or property or the public.
- Review the equipment, operations, and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the incident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training, if needed.

Incident investigation reports must be submitted to the designated management personnel as soon as possible after the incident.

- This includes the purchase of new equipment or tools, or the re-working or retrofitting of workstations or equipment so as to ensure that safety and health is considered.
- This can include the assessment of a workstation or process that may need to be fitted to the worker (ergonomics) so as to avoid injury or illness.
- If approached by workers who appear to have a true concern regarding a safety or health issue, supervisors or managers need to act accordingly and give attention to the matter.
- All incidents (this includes property damage, equipment damage, incidents involving injury or illnesses, and near-miss type incidents) need to be investigated. In most cases, the department, job foreman or supervisor will complete this investigation. Managers will be involved as necessary or when requested.
- Incidents that involve injury and illnesses will be evaluated and analyzed for trends, common causes, and patterns so as to prevent further incidents.

HAZARD PREVENTION AND CONTROL

- If feasible, engineering controls will be used first, rather than immediately providing personal protection equipment (PPE).
- Safe work practices will be developed and employees will be trained on using these safe work practices to avoid injury and illnesses. This may include the implementation of task or job hazard analyses.
- PPE will be provided as necessary, and its use enforced by Supervisory and Management staff.
- If feasible, administrative controls, such as reducing the duration of exposure can be implemented.
- Equipment, tools, machines, trucks, vehicles, and structures/facilities etc., need to be maintained in good working order by a continued preventative maintenance process.
- All workers will be made aware of workplace emergency procedures. Training on this process will begin at orientation. Drills will be conducted periodically to assist in making all workers aware of the procedures in the event of an emergency such as fire or explosion.

SAFETY AND HEALTH TRAINING

Safety and Health Orientation

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee should have access to a copy of the written safety program, through his or her supervisor, for review and future reference, and will be given a personal copy of any safe work practices, policies, and procedures pertaining to his / her job. Supervisors should question employees and should answer employees' questions to ensure knowledge and understanding of safe work practices, policies, and job-specific procedures. Supervisors are responsible to inform all employees that compliance with the safe work practices is required.

Job-Specific Training

- Managers, Supervisors and Foremen should receive basic safety and health training as it relates to their positions
- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee any specific safe work practices, policies, and procedures that are applicable.

CREATIVE LAWN MAINTENANCE, LLC

Safety Plan

Responsibilities

Senior Managers / Managers

- Ensure that safety is adequately budgeted for the department, job, etc.
- Communicate safe work practices regularly within the department.
- Attend departmental and company-wide safety meetings.
- Formally recognize outstanding safety performance by any/all personnel.
- Assist the Supervisor/Superintendent or any other personnel with the safety process as needed or as requested. This can include formal worksite periodic inspections.
- Uphold and enforce all known safe work practices.

Supervisors / Superintendents

- Ensure new-hire orientation is given to new employees, or is followed up at the work level
- Ensure employees are given training that includes safe work practices on equipment, tools, machines, processes, etc.
- Personally conduct--or designate a qualified personnel to conduct-- regular inspections of the workplace
- Conduct frequent (daily) work discussions prior to the start of work that include safe work practices
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform in an unsafe manner
- Investigate all incidents and take immediate corrective action to prevent re-occurrence
- Provide safety meetings on a regular basis and require attendance of all workers

All Employees

- Are to follow safe work practices, and if they are unsure of what is the correct/safe way to perform a task or a job, they are to ask their foreman, supervisor or manager
- Must immediately report all unsafe equipment or tools to their foreman, supervisor or manager. This includes reporting unsafe behavior of other workers, if these workers are approached and remain unwilling to correct their unsafe actions or conditions.
- Are to uphold the safe work practices this company has established
- If injured on the job, or become ill, immediately inform their supervisor, foreman or manager

WORKSITE ANALYSIS

- All work areas, departments, and jobs need to be inspected on a regular basis to ensure safe work practices and safe and healthy conditions. For the most part, these inspections are to be conducted by the Supervisor/Superintendent or his/her qualified and designated worker. Each inspection may not be required to be formal (written) although regular written completed inspections will be expected.

CREATIVE LAWN MAINTENANCE, LLC

Management Safety Policy

The management of this organization is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by this company. Management will give true attention to and provide the financial resources for the correction of unsafe conditions. Management will promote and influence safe behavior. This will be accomplished by both positive reinforcement of correct and safe activity, and by disciplinary action for those who willfully or repeatedly work in an unsafe manner.

Disciplinary action will take the form of
1) Written warning or,
2) Written warning and suspension without pay or,
3) Termination of employment.
Management reserves the right to terminate the employment of any employee at any time for violation of company policies.

Management will participate in establishing and maintaining an effective safety program. This will include the following:

- Holding all management and supervisory staff accountable for their safety responsibilities in their respective departments, jobs, crews or workplaces;
- Providing safety and health education and training as needed; and
- Reviewing and updating workplace safety policies, practices and performances.

This policy statement serves to express this company's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace safety and health program will be incorporated as the standard of practice for this organization. Compliance with these safe practices and those of any regulatory agency will be required of all employees as a condition of continued employment.

_____

Signature of CEO/President Date

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

Creative Lawn Maintenance, LLC
"Creating greener grass with every cut"

Creative Lawn Maintenance, LLC hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.			
Date:	**Feburary 27th, 2013**	**By:** David E Brown	**Signature**
Corporate FEID No.:	**45-4121241**	**David E. Brown Owner/Operator**	**Printed name & title**

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME:	**David E. Brown**
TITLE:	**Owner/Operator**
EMAIL:	**clm.greenergrass@gmail.com**
ADDRESS:	**2900 N.W. 6th Court Pompano Beach, Florida 33069**

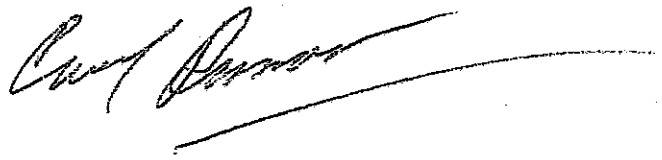
December 2, 2012

To whom it may concern,

I am writing this letter of recommendation for Creative Lawn Maintenance, LLC Owner David Brown He has provided Landscape Services for my property located at 412 Briny Ave in Pompano Beach, Florida For over six months, starting in June of 2012. He first started with a landscape redesign of my backyard, replacement of sod, and addition to several hedges after the landscaping he has since maintained the proper maintenance on the plants as well as the lawn. Mr. David Brown and His staff were very polite and professional and I am very pleased with the work that he has performed so far; I would recommend his services for landscape and lawn maintenance. Any questions or concerns please feel free to contact me at the listed number. Home # {954} 782-0778

Respectfully Yours

Carol Ramos



pompano beach
Florida's Warmest Welcome

General Services Department
Leeta Hardin, General Services Director

City of Pompano Beach, Florida

1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060 | p: 954.786.4098 | f: 954.786.4168

November 27, 2012

To Whom It May Concern,

This letter is to confirm that Creative Lawn Maintenance LLC (EIN 454121241) is currently a vendor for the City of Pompano Beach and has performed work for the City since November, 2012.

Creative Lawn Maintenance is currently providing lot mowing and related services as needed for the Code Compliance Department. Luckner "Luke" Mathe, Code Compliance Inspector, confirmed to me that Creative Lawn Maintenance has completed all tasks assigned as required by the City's specifications, including required completion times.

Very truly yours,

Leeta Hardin
General Services Director

/lh

cc: file

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS
56173 -Landscaping Services

FDOT Specialty Codes
162 -Muck Blanket & Topsoil
570 -Grassing
580 -Landscaping
987 -Lawn Care Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

January 8, 2013

DAVID E BROWN
CREATIVE LAWN MAINTENANCE LLC
2900 NW 6TH CT
POMPANO BEACH FL 33069

ANNIVERSARY DATE - Annually on January 8

Dear Mr. Brown:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **In accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities In advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the** Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

March 4, 2013

VERIFICATION OF AUTOMATIC EXEMPT STATUS FROM WORKERS' COMPENSATION COVERAGE REQUIREMENTS

This letter verifies that the individual listed below is AUTOMATICALLY EXEMPT from Florida workers' compensation coverage requirements within the scope of the non-construction business or trade listed below and is not required to obtain an exemption issued by the Division of Workers' Compensation in order to achieve exempt status.

PERSON:	DAVID BROWN
BUSINESS NAME: ADDRESS:	CREATIVE LAWN MAINTENANCE LLC 2900 N W 6TH COURT POMPANO BEACH, FL 33069
TYPE OF NON-CONSTRUCTION BUSINESS OR TRADE:	LAWN SERVICE
CLASS CODE OF BUSINESS:	9102

This verification of automatic exempt status applies ONLY within the scope of the non-construction business or trade listed above, and applies ONLY to the individual listed above. However, if CREATIVE LAWN MAINTENANCE LLC employs four or more full or part-time employees, it must obtain workers' compensation coverage.

If CREATIVE LAWN MAINTENANCE LLC engages in a construction-related activity as defined in section 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the automatic exempt status for DAVID BROWN shall not apply, and CREATIVE LAWN MAINTENANCE LLC must comply with workers' compensation coverage requirements for the construction industry.

This Verification of Automatic Exempt Status from Workers' Compensation Coverage Requirements does not apply if DAVID BROWN is a corporate officer as defined in Section 440.02(9), Florida Statutes. In order to become exempt, DAVID BROWN is required to complete an exemption application and submit the application to the Division of Workers' Compensation. If the Division of Workers' Compensation determines that DAVID BROWN meets the eligibility requirements for the issuance of an exemption, the Division of Workers' Compensation will issue an exemption to DAVID BROWN.

Effective July 1, 2013, Section 440.02(9), Florida Statutes has been amended to include Limited Liability Company (LLC) members as employees. LLC members will be included on their Workers' Compensation insurance policy; however, they may elect to be exempt by filing a Notice of Election to Be Exempt with the Division of Workers' Compensation.

If you have any questions, please call (850) 413-1609.

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 16, 2012	JB116508	May 31, 2013

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 31, 2013

AT

7550 N W 49TH LANE
COCONUT CREEK, FL 33073

X TERMINATOR, INC.
7550 N W 49TH LANE
COCONUT CREEK, FL 33073

General Household Pest and
Rodent Control
Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21686

PAPAGNO, TRAVIS
7550 NW 49 LN
COCONUT CREEK, FL 33073

Categories
3

Issued: June 1, 2012

Expires: June 30, 2016

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

pompano beach
Florida's Warmest Welcome

City of Pompano Beach
Business Tax Receipt

2012-2013

REGISTRATION NO. 13-00071026

NEW RENEWAL

DATE ISSUED 10/04/12

OWNER
CREATIVE LAWN MAINTENANCE LLC

ACCOUNT NO.
446181

BUSINESS NAME
CREATIVE LAWN MAINTENANCE LLC

LOCATION
2900 NW 6 CT

CLASSIFICATION
LAWN MAINTENANCE & TRIMM

CREATIVE LAWN MAINTENANCE LLC
2900 NW 6 CT
POMPANO BEACH FL 33069

REGISTRATION FEE 40.78

DELINQUENT CHG. .00

TRANSFER FEE .00

TOTAL AMOUNT PAID 40.78

EFFECTIVE DATE
OCTOBER 1

EXPIRATION DATE
SEPTEMBER 30

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.