

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

**Period Covered:**  
11/7/10 – 11/6/11

**Contract No.:**  
502-10590-2

**Master Blanket:**  
N/A

**Awarded Vendor:** \_\_\_\_\_

Gardening Angel Nursery, Inc.  
6978 NW 81 Terrace  
Parkland, FL 33067

Delivery: 14 Days  
Payment Terms: Net 30

Attn: Andrew Bartoszek  
954-752-3088  
Fax 954-752-5529  
Email: [drew@gardeningangelnursery.com](mailto:drew@gardeningangelnursery.com)

Insurance Coverage Required: Yes  No   
 Authorized for Purchases: Under \$25,000  Over   
 City Commission Approval: 10/5/10 Pur-03 CAR 10-1390  
 Extension Options: Yes  No  Years: 3, 1 year extensions

\*\*\*\*\*  
**TREES AND PALMS, CITYWIDE**

	3 gal/ea	25 gal/ea	100 gal/ea
<b>Group A – Supply only</b>			
A-1 Red Maple		\$ 84.00	
A-5 Silver Buttonwood	\$ 4.50		
A-6 White Geiger Tree	\$ 7.45		
A-10 Crape Myrtle		\$ 75.00	
A-12 Laurel Oak	\$ 4.75		
A-13 Live Oak	\$ 4.75		
A-14 Bald Cypress	\$ 4.75		\$175.00
<b>Group C – Supply only</b>			
C-1 Coconut Palm, f. grown	\$ 14.50/ft.		
C-4 Mont Palm, single		\$ 65.00/ft.	
Mont Palm, f. grown, single	\$ 9.00/ft.		
C-5 Mont Palm, f. grown, double	\$ 10.00/ft.		
C-6 Mont Palm, f. grown, triple	\$ 12.00/ft.		
<b>Group D – Installed</b>			
D-1 Coconut Palm, f. grown	\$ 21.00/ft.		
D-4 Mont Palm, f. grown, single		\$117.00/ft.	
D-5 Mont Palm, f. grown, double	\$ 18.00/ft.		

\*\*\*\*\*  
**Department Contract Co-Ordinator:** Gene Dempsey, Parks & Recreation, (954) 828-5785

**Procurement Specialist:** AnnDebra Diaz, CPPB

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2010, 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 Gardening Angel Nursery, Inc., a Florida corporation ("Contractor"), whose address and phone are 6978 NW 81 Terrace, Parkland, FL 33067, Phone 954-752-3088, Fax: 954-752-5529.

WHEREAS, the City issued Invitation to Bid Number 502-10590 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on October 5, 2010, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-03, CAR No. 10-1390);

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:

1. The Contractor agrees to provide to the City Trees and Palms Citywide in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning November 7, 2010 and ending November 6, 2011.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form, G-110 Rev. 01/10;
- Second, any and all addenda to the City's ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

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

CITY OF FORT LAUDERDALE

By: [Signature]  
Director of Procurement Services

ATTEST

CONTRACTOR

By: \_\_\_\_\_

By: Andrew Bartoszek

Print Name: \_\_\_\_\_

Print Name: ANDREW BARTOSZEK

Title: PRES.

(If not president of corporation please attach proof of authorization)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of NOVEMBER, 2010, by ANDREW BARTOSZEK as (title): PRESIDENT for Gardening Angel Nursery, Inc., a Florida corporation.

(SEAL)

Elizabeth S Bailey  
Notary Public, State of FLORIDA  
(Signature of Notary Public)

ELIZABETH S BAILEY  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Elizabeth S. Bailey  
Commission # DD870178  
Expires: MAR. 24, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

**Gardening Angel Nursery, Inc**

Bid Contact **Drew Bartoszek**  
**drew@gardeningangelnursery.com**  
**Ph 954-752-3088**  
**Fax 954-752-5529**

Address **6978 NW 81st Terrace**  
**Parkland, FL 33067**

Qualifications **SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
502-10590-1-01	TREES AND PALMS, CITYWIDE	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / year		<b>Y</b>	<b>Y</b>
Supplier Total						<b>\$0.00</b>	

CONTRACT  
 COPY

**Gardening Angel Nursery, Inc**

Item: **TREES AND PALMS, CITYWIDE**

**Attachments**

ATTACHMENT\_A\_-\_PRICE\_LIST version 1.xls

City of Fort Lauderdale  
 Bid # 502-10590  
 Trees - Citywide

COMPANY NAME: Gardening Angel Nursery, Inc.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE**

THIS DOCUMENT IS PROTECTED FROM CHANGES. YOU MAY ONLY ENTER YOUR COMPANY NAME AND ALL UNIT PRICES. UNIT PRICES ARE TO BE PRICED PER TREE, NOT PER GALLON. SABAL PALMS SHALL BE PRICED PER TREE, ALL OTHER FIELD GROWN TREES ARE PRICED PER FOOT. FIGURES SHOWN ARE ESTIMATED ANNUAL QUANTITIES PER SIZE. GRAYED OUT BOXES REPRESENT NO USAGE. PROVIDE PRICING ONLY WHERE QUANTITIES ARE LISTED. UPON COMPLETION, UPLOAD SAVED DOCUMENT AS PART OF YOUR BID RESPONSE.

**GROUP A. - PROVIDE PRICE FOR SUPPLY AND DELIVERY ONLY  
 ( 3 gallon, 25 gallon, 100 gallon, 200 gallon )**

Item #	Scientific Name	Common Name	3 gallon	Unit Price per Tree	25 gallon	Unit Price per Tree	100 gallon	Unit Price per Tree	200 gallon	Unit Price per Tree	Field Grown 25 ft OAH	Unit Price per Tree	Field Grown to 30 ft OAH	Unit Price per Foot	Extension
A-1	Acer Rubrum	Red Maple	50	\$ 6.50	10	\$ 84.00									\$ 1,165.00
A-2	Bulnesia Arborea	Bulnesia	50	\$ 8.90	20	\$ 105.00									\$ 2,545.00
A-3	Bursera Simaruba	Gumbo Limbo	50	\$ 7.45	20	\$ 89.00									\$ 1,521.25
A-4	Coccoloba Diversifolia	Pigeon Plum	25	\$ 7.45	15	\$ 89.00									\$ 1,560.00
A-5	Conocarpus Erectus v. Sericeus	Silver Buttonwood	50	\$ 4.50	15	\$ 89.00									\$ 2,091.75
A-6	Cordia Boissieri	White Geiger Tree	15	\$ 7.45	20	\$ 99.00									\$ 1,039.00
A-7	Cordia Sebestena	Orange Geiger Tree	20	\$ 7.45	10	\$ 89.00									\$ 681.25
A-8	Eugenia Foetida	Spanish Stopper	25	\$ 7.45	5	\$ 99.00									\$ 594.00
A-9	Ilex Cassine	Dahoon Holly	20	\$ 7.45	5	\$ 89.00									\$ 750.00
A-10	Lagerstroemia Indica	Grape Myrtle			10	\$ 75.00									\$ 118.75
A-11	Myrcianthes Fragrans	Simpson Stopper	25	\$ 4.75											\$ 985.00
A-12	Quercus Laurifolia	Laurel Oak	20	\$ 4.75	10	\$ 89.00									\$ 4,358.75
A-13	Quercus Virginiana	Live Oak	25	\$ 4.75	10	\$ 85.00	5	\$ 275.00	5	\$ 395.00					\$ 1,843.75
A-14	Taxodium distichum	Bald Cypress	25	\$ 4.75	10	\$ 85.00	5	\$ 175.00							
<b>GROUP A TOTAL</b>															<b>\$ 21,406.00</b>

**GROUP B. - PROVIDE PRICE FOR SUPPLY, DELIVERY AND INSTALLATION  
 ( 3 gallon, 25 gallon, 100 gallon, 200 gallon )**

Item #	Scientific Name	Common Name	3 gallon	Unit Price per Tree	25 gallon	Unit Price per Tree	100 gallon	Unit Price per Tree	200 gallon	Unit Price per Tree	Field Grown 25 ft OAH	Unit Price per Tree	Field Grown to 30 ft OAH	Unit Price per Foot	Extension
B-1	Acer Rubrum	Red Maple	50	\$ 13.00	10	\$ 152.00									\$ 2,170.00
B-2	Bulnesia Arborea	Bulnesia	50	\$ 17.50	20	\$ 189.00									\$ 4,655.00



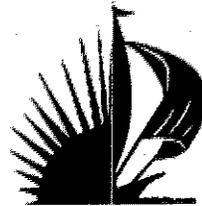


***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**502-10590**

**Trees & Palms, Citywide**



**CITY OF FORT LAUDERDALE**

**AnnDebra Diaz**

**954-828-5949**

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:**City of Coral Springs**  
Address:**2501 Coral Springs Drive, Coral Springs 33065**  
Contact Name:**Rick Engle**  
Telephone: **954 345 2110**

Company Name:**City of Fort Lauderdale**  
Address:  
Contact Name:**Tim Southby**  
Telephone: **954 599 5013**

Company Name:**IGM**  
Address:  
Contact Name:**Terry Glynn**  
Telephone: **954 298 5444**

2. Number of years experience the proposer has had in providing similar services:  
**10 Years**
3. Have you ever failed to complete work awarded to you? If so, where and why?  
**No**
4. List appropriate licenses as issued by Broward County.  
**Broward County Business Tax (Landscaping)**
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.  
**1 supervisor**  
**2 installers**
6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.  
**Financial status is extremely solvent and we are current with all suppliers and vendors.**  
**We deal constanly with The City of Coral Springs for installations**

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.

**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.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://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 Department, 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: **Andrew Bartoszek 9/3/2010**  
(signature) (date)

Name (printed): **Andrew Bartoszek** Title: **VP**

Company: (Legal Registration) **Gardening Angel Nursery, Inc.**

**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: **6978 NW 81st Terrace**

City: **Parkland** State: **FL** Zip: **33067**

Telephone No. **954 752 3088** FAX No. **954 752 5529**

Email: **drew@gardeningangelnursery.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**

Payment Terms (section 1.03): **net 30 days**

Total Bid Discount (section 1.04): **none**

Does your firm qualify for MBE or WBE status (section 1.08): MBE  WBE

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

<u>Addendum No.</u>	<u>Date Issued</u>
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**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.

Variations: **none**

revised 3-23-10