

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

833-11185

**Lawn and Property Maintenance (Community
Redevelopment Agency)**



Elizabeth Cohen

954-828-5142

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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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 through 67 extra work jobs as described in ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE 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	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> 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 Quantities 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 contract, 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 contract.
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.

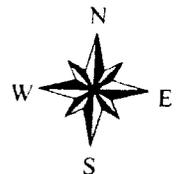
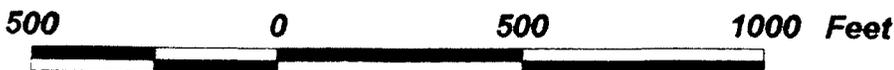
END OF PART II

Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale

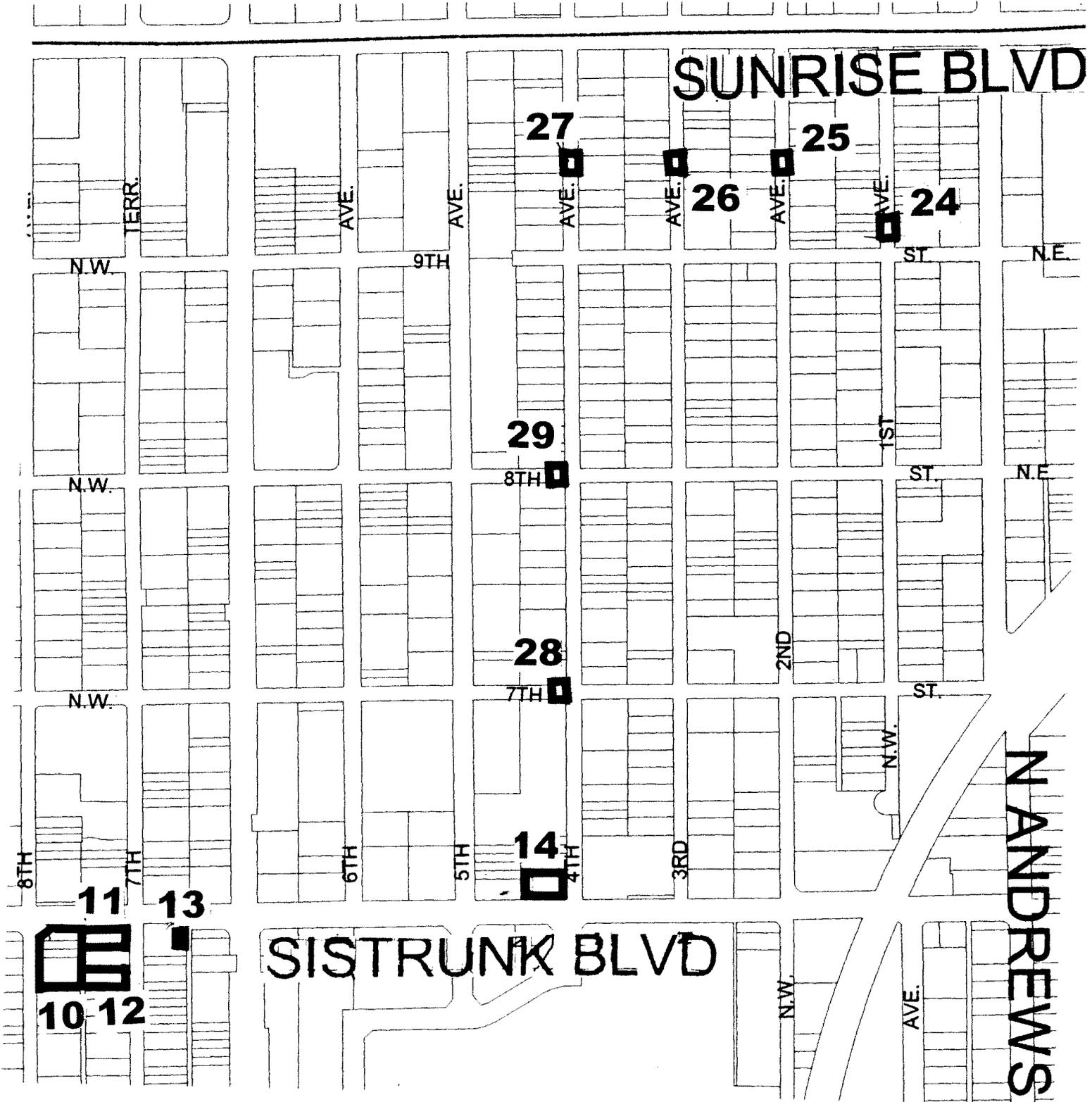


SISTRUNK BLVD

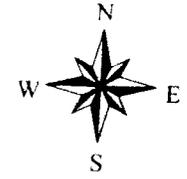
LOCATION MAP



**Solicitation
Lot Maintenance for CRA Properties
City of Fort Lauderdale**



LOCATION MAP



**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 Contractor's 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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

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.

QUESTIONNAIRE

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:

<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>

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)