

**CONTRACT  
COPY**



**SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE**

**Invitation To Bid**

#ITB-2010-057-BM entitled Sod and Sod Installation

**TO OUR PROSPECTIVE CONTRACTORS:**

The attached Invitation for Bid (ITB) represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their possible delivery locations – subject to change - are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity (also referred to as governmental "agency") will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**



## SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid, the Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. The College/Co-Op reserves the right to reject any bid that fails to comply with these submittal requirements.
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Procurement Services Department on or before 2:00 p.m. on date due for bid to be considered. Bids will be opened at 2:30 p.m. on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. The College/Co-Op reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.
 

All prices quoted shall be F.O.B. destination and freight prepaid (bidder pays and bears freight charges). The F.O.B. point shall be Broward/Miami-Dade/Palm Beach County at the delivery address indicated on the College/Co-Op Agency's Purchase Order. Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

  - a) **TAXES:** The COLLEGE does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of College owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. The College specifically reserves the right to reject any conditional bid.
3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
  - a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
  - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Services Department of the COLLEGE, Suite 616, 225 E. Las Olas Boulevard, Fort Lauderdale, Florida 33301.
5. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which college is closed.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Procurement Services no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** The College/Co-Op reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of the College/Co-Op; 3) to accept any item or group of items unless qualified by bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the College/Co-Op.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the College/Co-Op are found to be defective or not conform to specifications, the College/Co-Op reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all bidders must disclose with their bid the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of the COLLEGE.
13. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that the College/Co-Op Agency shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The College/Co-Op Agency thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

14. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College/Co-Op shall be final and binding on both parties.
15. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.*
16. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless the COLLEGE/CO-OP and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the COLLEGE/CO-OP. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The awardee warrants that the product supplied to the COLLEGE/CO-OP shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
18. **SPECIAL CONDITIONS:** The College/Co-Op has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the College/Co-Op policy prohibiting discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation or other legally protected classification.
20. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto College/Co-Op Agency property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the College/Co-Op Agency occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
22. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the College/Co-Op will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
23. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
24. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the College/Co-Op shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten days, recommendation will be made to the College/Co-Op for immediate cancellation.
25. **BILLING INSTRUCTIONS:** BROWARD COLLEGE invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of the College, 2nd Floor, 225 E. Las Olas Boulevard, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. Invoicing and payments to Co-Op Entities shall be made in accordance with the accepted practice(s) of the participating agency. In no case will payment date(s) exceed legal requirements.
26. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE (BROWARD COLLEGE ONLY):** Receiving hours are Monday through Friday (excluding legal holidays and days during which the college is closed) 7:00 a.m. to 3:00 p.m.
27. **SUBSTITUTIONS:** the College/Co-Op *WILL NOT* accept substitute shipments of any kind unless prior written approval has been issued. Awardees are expected to furnish the brand quoted in their bid once awarded by the College/Co-Op. Any substitute shipments will be returned at the awardee's expense.
28. **FACILITIES:** The College/Co-Op reserves the right to inspect the awardee's facilities at any time with prior notice. The College/Co-Op may use the information obtained from this in determining whether a bidder is a responsible bidder.
29. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid.
30. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to the College/Co-Op shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to the College/Co-Op also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
31. **SUBCONTRACTING or ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent from the Associate Vice-President, Procurement Services Department, the College/Co-Op, as lead agency for this Co-Op ITB.
32. **EXTENSION:** In addition to any extension options contained herein, the College/Co-Op is granted the right to extend any award resulting from this bid for the period of time necessary for the College/Co-Op to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the College/Co-Op's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of two years from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
33. **OMISSION FROM THE SPECIFICATIONS:** the apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
34. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the purchase order. A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
35. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. The College/Co-Op will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any the College/Co-Op employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the College/Co-Op.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday and days during which the college is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the College is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The failure to post the bond required by the College Policy as stated herein shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required shall be filed at the Procurement Services Department 225 E. Las Olas Boulevard, Fort Lauderdale, FL 33301. Fax filing will not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stated on Page 1 of this ITB and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Procurement Services Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday and days during which the College is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the College is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing
37. (Continued): process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The failure to post the bond required by the College Policy as stated herein shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required shall be filed at the Procurement Services Department 225 E. Las Olas Boulevard, Fort Lauderdale, FL 33301. Fax filing will not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the PROCUREMENT SERVICES DEPARTMENT on or before 2:30 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 225 E. Las Olas Boulevard, Suite 616, Fort Lauderdale, Florida 33301. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Procurement Services Department will not accept delivery of any bid or related material requiring the College/Co-Op to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference the College/Co-Op Entity's purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **USE OF OTHER CONTRACTS:** The College/Co-Op reserves the right to utilize any other the College/Co-Op contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per College/Co-Op policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:**
- The College/Co-Op agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College/Co-Op. Nothing herein shall be construed as consent by The College/Co-Op to be sued by third parties in any matter arising out of any contract.
  - VENDOR agrees to indemnify, hold harmless and defend the College/Co-Op, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College/Co-Op, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by the College/Co-Op; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College/Co-Op's property, and injury or death of any person whether employed by the VENDOR, the College/Co-Op or otherwise.

- 42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [the College/Co-Op] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
 

**CERTIFICATION**

  - a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 44. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.
- 45. **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits the College/Co-Op from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, the College/Co-Op may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release the College/Co-Op of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. these provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 46. **AVAILABILITY OF FUNDS.** The obligations of the College/Co-Op under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

- 47. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
  - > A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - > The Broward County Certified Minority/Women Business Enterprise vendor;
  - > The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - > The Florida Certified Minority/Women Business Enterprise vendor;
  - > The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - > The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - > The Florida vendor, other than a Minority/Women Business Enterprise vendor.
  - > The vendor having received the least amount of direct College/Co-Op work (in dollars paid pursuant to College/Co-Op issued Purchase Orders) over the immediately preceding five year period.
  - > If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Procurement Services Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A bidder can not sign this form in lieu of properly signing the Invitation to Bid form.

- 48. **MINORITY/SMALL/WOMEN BUSINESS ENTERPRISE (M/S/WBE) PARTICIPATION:** It is the goal of the College/Co-Op to incorporate M/S/WBE participation in any award made as a result of this solicitation. An M/S/WBE is defined by the College/Co-Op as any legal entity, other than a joint venture, which is organized to engage in commercial transactions as a small business - as defined by the U.S. Small Business Administration size standards under the North American Industry Classification System (NAICS), or which is at least 51% owned and controlled by women or minority persons. If the bidder is a certified M/S/WBE by any public agency, municipality or non-profit organization, a copy of the certification should be included with the bid submittal. For additional information on the College/Co-Op's M/S/WBE program, contact the Office of Supplier Diversity at 954-201-7307.
- 49. **TORT IMMUNITY.** The College/Co-Op hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College/Co-Op's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed the amount of insurance coverage applicable to such an agreement provided to the College/Co-Op through the Florida Community College Risk Management Consortium and each Co-Op Agency's Risk Management Department of Authorized Risk Management Official.

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**BID PROPOSAL**  
**SECTION 4.0 SPECIAL CONDITIONS**

- 4.1 **INTRODUCTION AND SCOPE:** Broward College/Co-Op (hereinafter referred to as the "College/Co-Op") desires bids on Sod and Sod Installation, as specified herein. The scope of requirements includes, but is not limited to, sod and sod installation. As specified, prices quoted shall include inside delivery to the specified the College/Co-Op Agency locations, campus(es) and/or center(s) within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the ship to address. The College/Co-Op locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College/Co-Op as a result.
- 4.2 **SUBMITTAL OF QUESTIONS.** Any questions concerning any condition or requirement of this ITB must be received in the Procurement Services Dept., in writing, **at or before close of business on September 25, 2009.** Submit all questions to attention of Procurement Agent stated page 1 of this ITB, via fax to (954) 201-7330 or email at **bmitchel@broward.edu**. If necessary, Addendum will be issued to respond to question(s) received. Any verbal or written information obtained other than by information in this ITB document, or by Addenda shall not be binding on College/Co-Op.
- 4.3 **W-9 Form:** It is a requirement of this ITB that all bidders submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at **www.irs.gov**. Failure to submit W-9 Form as stated herein will result in proposal disqualification.
- 4.4 **AWARD:**
- 4.4.1 Bid shall be awarded by **ITEM and/or BY GROUP**, to the lowest responsive and responsible bidder(s) meeting all specifications, terms and conditions, whichever is in the best interest of the College/Co-Op. Unit prices must be stated in the space provided on the Bid Summary Sheet. For items in groups, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.
- 4.4.2 In order to meet College/Co-Op needs, each ITEM and/or GROUP, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. Thus, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on Bid Summary Sheet. The College/Co-Op reserves the right to procure goods from the second and third lowest bidders if: a) lowest awardee cannot comply with delivery requirements or specifications; b) lowest awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of The College/Co-Op to do so regardless of reason.
- 4.5 **TERM:** The award of this bid shall establish a contract for the period **beginning from award date and continuing for a period of thirty-six (36) months.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period; items will be ordered on an as needed basis. The awardee will be notified when the recommendation has been acted upon and approved by the College President. As prices shall be firm for the term of the contract, the successful awardee(s) agree(s) to this condition by signing its bid. At the end of the contract period, the College/Co-Op may extend contract on a month-by-month basis, up to a maximum of 6 months, under the same terms and conditions if it is in the College/Co-Op's best interest.
- 4.6 **PRICES:**
- 4.6.1 All prices quoted shall include all costs and expenses for taxes, labor, equipment, materials, transportation/delivery charges, commissions, and expenses for handling material, together with any and all other costs and expenses for performing and completing the work, to include all pallet costs and/or deposits.
- 4.6.2 **Firm Price:** Broward College/Co-Op will not accept any bids that do not guarantee a firm price until completion of order. All prices shall include delivery and/or handling charges to Broward College or the Co-Op Agency.

4.7 **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated *yearly* quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College/Co-Op reserves the right to increase or decrease the total quantities.

4.8 **LOCAL TRI-COUNTY FACILITY:** In order to be considered for award, bidder must have a local stocking facility within Broward, Palm Beach, or Miami Dade County in order for the pick up requirements of each participating agency to be met.

Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid upon request will result in disqualification, of bid submitted.

4.9 **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College/Co-Op Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

4.10 **MINIMUM ORDER:**

4.10.1 Price or quantity restrictions stated by any bidder will not be considered for award. Any item and/or group bid which stipulates minimum order by quantity or dollar amount will not be considered for award. Each item/group must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

4.11 **EQUIVALENTS:**

4.11.1 No alternates will be accepted. Items quoted must be "as specified".

4.11.2 Depending upon purchase order quantity, items must be ready for pickup or delivery must be made within ten (10) working days after receipt of order. When delivered, sod is to be F.O.B. delivered to any location within Broward, Dade and Palm Beach counties as indicated.

Participating agencies reserve the right to pick up with their own vehicle any requirement under 2,000 square feet of sod, but will require delivery of any order in excess of 2,000 square feet that is to be delivered and unloaded by contractor at one time. Sod will be ordered on an as needed, when needed basis. All sod to be delivered and unloaded by contractor must be on pallets which are in good condition. Pallets are to be picked up by Contractor upon notification. The successful bidders must have a stocking facility within Broward, Palm Beach, or Miami Dade County in order for the pick up requirements of each participating agency to be met.

Delivery in excess of ten (10) calendar days may be reason for rejection of bid or cancellation of agreement.

4.12 **ASSEMBLY, INSTALLATION AND/OR PLACEMENT:** It shall be the responsibility of the awardee(s) to include on-site delivery, assembly, installation of all material delivered and to assure (if applicable) satisfactory operation of all features. Installation shall be completed within three days after delivery date or as required by user.

4.13 **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College/Co-Op and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College/Co-Op is found to be defective or does not conform to specifications, the College/Co-Op reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

The vendor will be notified within 30 days of any discrepancy in quantity of material ordered. No substitutes will be accepted without prior written approval of the Associate VP, Procurement Services.

4.14 **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College/Co-Op, and shall replace and/or repair any loss or damages unless such be caused by the College/Co-Op. The College/Co-Op may withhold payment or make such deductions, as it might deem necessary to insure

reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

**4.15 DEBRIS:**

4.15.1 Vendor shall be responsible for the prompt removal of all debris, which is result of delivery.

**4.16 CANCELLATION/TERMINATION:** The Associate VP, Procurement Services, by written notice may terminate in whole or in part any purchase orders resulting from this invitation when such action is in the best interest of the College/Co-Op. If purchase orders are so terminated, the College/Co-Op shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include cost of items already delivered plus reasonable cost of supply actions short of delivery.

4.16.1 Bid Award and subsequent purchase orders will be subject to immediate cancellation if either/or both product and/or service do not meet BCC/Co-Op Agency and industry standards. All safety requirements must be met.

4.16.2 In the event that any of the provisions of the contract are violated by the Successful bidder, the College/Co-Op may serve written notice upon such bidder of its intention to terminate the contract, and, unless ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations shall not be affected by any such termination.

4.16.3 Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the College/Co-Op may without cause and without prejudice to any other right or remedy, terminate the agreement for the College/Co-Op's convenience whenever the College/Co-Op determines that such termination is in the best interest of the College/Co-Op. Where the agreement is terminated for the convenience of the College/Co-Op the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the College/Co-Op under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

**4.17 PARTIAL PAYMENT:**

4.17.1 **Broward College:** Partial billing will not be accepted. The College will pay 100% of the contract price after all items have been delivered and accepted.

4.17.2 **Co-Op Agency:** Payments will be made in accordance with the accepted practice of the entities participating. In no case will the payment date exceed legal requirements.

4.17.3 In no case will vendor submit an invoice to the College or Co-Op Agency without full payment being made and funds cleared to any and all subcontractors – if the use of a subcontractor has been authorized by the College or Co-Op Agency - involved in work indicated on the invoice.

**4.18 EQUAL OPPORTUNITY EMPLOYER:**

4.18.1 Broward College/Co-Op is dedicated to the concept of equal opportunity. The College/Co-Op will not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or veteran's status in its employment practices or in the admission and treatment of students.

4.18.2 Bidder's Equal Opportunity Statement: Bidder by virtue of bidding, hereby certifies to the District Board of Trustees of Broward College/Co-Op that they are an Equal Opportunity Employer and are in compliance with the Terms and Conditions of Broward College/Co-Op's corresponding Invitation to Bid and will, if required, file a Contractor's "Written Equity Plan".

#### **4.19 QUALIFICATION OF BIDDERS:**

- 4.19.1 This bid will be awarded only to a responsible bidder, qualified by experience and in a financial position to provide the items specified. In order to facilitate the prompt award of this bid, the bidder shall submit with his proposal, or within three (3) days of request, the enclosed Bidder's Qualification questionnaire indicating:
- a. Experience record showing bidder's training and experience in similar work.
  - b. List of similar work satisfactorily completed and brief description with location, dates of contracts, names and addresses of owner.
  - c. List of equipment and facilities available to do the work.

#### **4.20 REPORTS:**

- 4.20.1 Upon request by the College/Co-Op Agency, successful bidder must be capable of providing the College or Co-Op Agency with a semi-yearly and yearly report on all items purchased during contract period. Report to include model number, description, unit price and quantity. Grand total of all purchases and total by each commodity.

#### **4.21 INSPECTION AND TESTING OF MATERIALS:**

- 4.21.1 The materials, patterns, fabricated member and assembled or partially assembled items may be inspected at the factory, or elsewhere, by a representative of the College/Co-Op at any time during the process of manufacture or until final delivery and acceptance, to determine whether or not there is compliance with the requirements of these specifications. Approval prior to the time of final acceptance shall not preclude rejection of delivered items, which do not satisfy these specifications.

#### **4.22 RECYCLING:**

- 4.22.1 Contractor must comply with any current or future recycling program established by the State, the county, the Municipality and/or the College/Co-Op. Inability to comply or reach agreement with the College/Co-Op to meet compliance will result in cancellation of award.
- 4.22.2 Additionally, The College or Co-Op Agency may redirect to any College or Co-Op Agency-approved recycling program, any materials that may have been disposed of through this bid.

#### **4.23 EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:**

- 4.23.1 For the purposes of this ITB, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College/Co-Op Agency shall be given top priority for use by the bidder's resources, and bidder shall make available to the College/Co-Op Agency all of it's resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tomado, windstorm, flood, or fire during the term of award or contract.

Deadlines: A) Emergency work including debris to prevent further damage and/or threat to health, life, limb and safety must begin immediately as soon as physically possible and be completed within 30 days.]  
B) Permanent work must be completed within six (6) months. The College/Co-Op may choose to waive this permanent time frame. This waiver must be received in writing from the Associate VP, Procurement Services.

- 4.23.2 Broward College/Co-Op may need to use any College/Co-Op building structure as a local shelter in the event of a natural disaster, loss of electrical power, or any other type emergency situation which could impact the health and welfare of students or the local community at-large.

Bidder, by virtue of submitting a bid, agrees that, if receiving an award, BCC shall be given top priority for use by the bidder's resources, and bidder shall make available to BCC all of it's resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.

4.23.3 Broward College Authorized Personnel – Emergency Services: If required, in anticipation of natural disaster or emergency-type services, contractor will receive detailed directions regarding the College's emergency policies; purchase order number will be given the contractor with hard copy of the order to follow. The bidder, under emergency services due to Natural Disasters/forces shall endeavor as much as physically possible to procure material and/or labor (personal services) with the disaster area. Only the following personnel may verbally authorize emergency services, whether in basic emergency situations or natural disaster situations:

- Mr. William D. Pennell - CFO/VP, Facilities and College Services
- Alex Denis, CPPO - Associate VP for Procurement Services
- Zaida Riollano - Commodities Group Administrator, Procurement Services Dept.
- Beau Mitchell - Procurement Coordinator, Procurement Services Dept.
- Francisco Hoyos - Associate VP for Facilities Management
- Wayne Quimby - Manager, Landscape & Grounds Maintenance
- Joseph Gornely - Project Manager, Building Maintenance Department, Central Campus
- Judy Srygler - Campus Facilities Manager, North Campus
- Sean Devaney - Campus Facilities Manager, South Campus
- Jim Sawyer - Campus Facilities Manager, Willis Holcombe Center
- \_\_\_\_\_ (Buyer TBA) - Procurement Services Dept. Designee, as indicated buyer on purchase order

4.24 ADDING OR DELETING CAMPUS/CENTER LOCATIONS: Below is a listing of current The College/Co-Op locations. The College/Co-Op may, during the term of the contract, add or delete service, wholly or in part, at any the College/Co-Op campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar container.

A. Hugh Adams Central Campus 3501 SW Davie Road Davie, FL 33314	North Campus 1000 Coconut Creek Blvd. Coconut Creek, FL 33066
Judson A. Samuels South Campus 7200 Hollywood/Pines Blvd. Pembroke Pines, FL 33024	Willis Holcombe Center 111 & 225 East Las Olas Blvd. Fort Lauderdale, FL 33301
Tigertail Lake Center 580 Gulfstream Way Dania Beach, FL 33004	Automotive Center @ Miramar 7451 Riviera Blvd. Miramar, FL 33023
Pines Center / Academic Village 16957 Sheridan St. Pembroke Pines, FL 33331	Weston Center 4205 Bonaventure Boulevard – Suite #2 Weston, Florida 33331
Miramar Town Center 11600 Civic Court Place Miramar, FL 33023	

4.25 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:

4.25.1 Included as part of this formal bid, any vendor responding to this bid has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities.

All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity/agency. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this bid and subsequent contract award.

4.26 COLLEGE/CO-OP PROCUREMENT/PURCHASE CARD (VISA)

4.26.1 Successful bidder must be capable of providing the College/Co-Op Agency with an itemized breakdown of purchases made with College/Co-Op procurement card(s) at any time during contract period, should such information be requested.

4.27 ORIGINAL DOCUMENT FORMAT

4.27.1 Only the terms and conditions of this solicitation as they were released by the College/Co-Op, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by the College/Co-Op.

**SECTION 5.0 BID SUMMARY SHEET  
PROPOSAL FORM - THIS IS NOT AN ORDER**

ITEM #	ITEM DESCRIPTION	Zone Pricing	←→	Per Square Foot
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**\*\*To Establish Unit Prices\*\***

**St. Augustine "Florata"**

**Group 1:**

(Items 1-5)

**North**

**Central**

**South**

1	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
2	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
3	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
4	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
5	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**St. Augustine "Palmetto"**

**Group 2:**

(Items 6-10)

**North**

**Central**

**South**

6	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
7	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
8	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
9	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
10	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bahia Argentine**

**Group 3:**

(Items 11-15)

**North**

**Central**

**South**

11	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
12	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
13	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
14	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
15	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bahia Pensacola**  
(Items 16-20)

Group 4:		North	Central	South
16	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
17	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
18	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
19	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
20	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bermuda Tifway 419 "Certified"**  
(Items 21-26)

Group 5:		North	Central	South
21	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
22	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
23	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
24	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
25	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____
26	42" Wide Rolls, delivered, unloaded, installed (NOTE: Estimated quantity 20,000 SF/year):	\$ _____	\$ _____	\$ _____

**Bermuda Tifway 419 UnCertified**  
(Items 27-31)

Group 6:		North	Central	South
27	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
28	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
29	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
30	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
31	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bermuda Tifgreen 328**  
(Items 32-36)

Group 7:		North	Central	South
32	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
33	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
34	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
35	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
36	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bermuda Celebration**  
(Items 37-41)

Group 8:		North	Central	South
37	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
38	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
39	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
40	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
41	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Bermuda Tif Dwarf**  
(Items 42-46)

Group 9:		North	Central	South
42	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
43	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
44	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
45	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
46	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Paspalum Sea Dwarf**

(Items 47-51)

**Group 10:**

		<u>North</u>	<u>Central</u>	<u>South</u>
47	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
48	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
49	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
50	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
51	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Seaside Supreme Paspalum**

**Certified**

(Items 52-56)

**Group 11:**

		<u>North</u>	<u>Central</u>	<u>South</u>
52	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
53	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
54	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
55	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
56	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Ultimate Flora® Zoysia**

(Items 57-61)

**Group 12:**

		<u>North</u>	<u>Central</u>	<u>South</u>
57	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
58	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
59	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
60	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
61	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Hammock@ Centipede**

**Group 13:**

(Items 62-66)

		North	Central	South
62	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
63	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
64	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
65	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
66	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**Wildflower Sod**

**Group 14:**

(Items 67-71)

		North	Central	South
67	Under 2,000 SF, picked up by agency:	\$ _____	\$ _____	\$ _____
68	Under 2,000 SF, delivered & unloaded:	\$ _____	\$ _____	\$ _____
69	2,000 SF or more – but less than truckload, delivered & unloaded:	\$ _____	\$ _____	\$ _____
70	Sod installation – for sod provided by others:	\$ _____	\$ _____	\$ _____
71	Sod installation only – at time of delivery:	\$ _____	\$ _____	\$ _____

**SECTION 5.0 BID SUMMARY SHEET**

**(CONTINUED)**

**PROPOSAL FORM - THIS IS NOT AN ORDER**

ITEM #	ITEM DESCRIPTION	Zone Pricing	←→	Per Square Foot
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**\*\*To Establish Unit Prices\*\***

**GROUP 15**

**TRUCKLOAD (TL) PRICING**

**Direct from sod farm, delivered, unloaded, and installed**

**Item 72:**                    **St. Augustine Floratam**

		North	Central	South
72	Truckload Rate per square foot :	\$        /sf	\$        /sf	\$        /sf
	Truckload Price	\$        /TL	\$        /TL	\$        /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

**Item 73:**                    **St. Augustine Palmetto**

		North	Central	South
73	Truckload Rate per square foot :	\$        /sf	\$        /sf	\$        /sf
	Truckload Price	\$        /TL	\$        /TL	\$        /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

**Item 74:**                    **Bahia Argentine**

		North	Central	South
74	Truckload Rate per square foot :	\$        /sf	\$        /sf	\$        /sf
	Truckload Price	\$        /TL	\$        /TL	\$        /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

**Item 75**                    **Bahia Pensacola**

		North	Central	South
75	Truckload Rate per square foot :	\$        /sf	\$        /sf	\$        /sf
	Truckload Price	\$        /TL	\$        /TL	\$        /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

<b>Item 76:</b>		<b>Bermuda Tifway 419 "Certified"</b>		
		<b>North</b>	<b>Central</b>	<b>South</b>
76	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

<b>Item 77:</b>		<b>Bermuda Tifway 419 UnCertified</b>		
		<b>North</b>	<b>Central</b>	<b>South</b>
77	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

<b>Item 78:</b>		<b>Bermuda Tifgreen 328</b>		
		<b>North</b>	<b>Central</b>	<b>South</b>
78	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

<b>Item 79</b>		<b>Bermuda Celebration</b>		
		<b>North</b>	<b>Central</b>	<b>South</b>
79	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

<b>Item 80:</b>		<b>Bermuda Tif Dwarf</b>		
		<b>North</b>	<b>Central</b>	<b>South</b>
80	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

Item 81:		<b>Paspalum Sea Dwarf</b>		
		North	Central	South
81	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

Item 82:		<b>Sealsie Supreme Paspalum - Certified</b>		
		North	Central	South
82	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

Item 83:		<b>Ultimate Flora® Zoysia</b>		
		North	Central	South
83	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

Item 84:		<b>Hammock® Centipede</b>		
		North	Central	South
84	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

Item 85:		<b>Wildflower Sod</b>		
		North	Central	South
85	Truckload Rate per square foot :	\$ _____ /sf	\$ _____ /sf	\$ _____ /sf
	Truckload Price	\$ _____ /TL	\$ _____ /TL	\$ _____ /TL
	Number of pallets per truckload / SF per pallet	_____ pallets / _____ sf per pallet		

**Group 11: Additional Required Information (FOR INFORMATIONAL PURPOSES)**

86. **Additional Discount – If Awarded Entire Bid:** Please state additional percentage discount that would apply to combined total if awarded all items bid. If none, please so state.

\_\_\_\_\_ %

(This % discount would apply if all items bid are acceptable to THE COLLEGE/CO-OP; this is NOT to be considered a cash discount.)

87. **Minority/Small/Woman-Owned Business Enterprise (M/S/WBE) Status:**

NO  YES  Bidder is NOT a certified M/S/WBE, but has included a plan to show how it will incorporate at least five (5) percent M/S/WBE participation in any award received as a result of this bid.

**NOTE TO BIDDER:** Review General Condition 48 prior to completing and mailing this bid.

**Bidder's M/S/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

88. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided the name, address and telephone number of the representative who could make scheduled visits to Broward College/Co-Op end users and who will be available upon request to resolve billing and delivery problems. **Failure to indicate a company representative shall result in disqualification of bid submitted.**

• Name: \_\_\_\_\_

• Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• Telephone #: \_\_\_\_\_

• Fax #: \_\_\_\_\_

• Email: \_\_\_\_\_

89. **NOTICE OF THIS BID OPPORTUNITY:** Please indicate in the space provided how your firm received notice of this Invitation To Bid:

\_\_\_\_\_

## SECTION 6.0 – BID SPECIFICATIONS

- 6.1 **SCOPE OF WORK / INTENT:** The purpose of this bid to secure qualified companies to provide Sod & Sod Installation service on an "as needed basis" to Broward College and participating governmental entities of the S.E. Florida Governmental Purchasing Cooperative. Therefore, bids are hereby invited for a continuing contract supplying various College/Co-Op locations throughout Broward, Dade, and Palm Beach Counties. Successful bidder shall meet all applicable local, state, and federal codes, ordinances, zoning requirements, all applicable State Requirements for Educational Facilities (SREF), and the highest of industry standards.

All work under this yearly bid contract shall be performed as specified by the respective Co-Op Agencies, any College Director of Campus Facilities, Manager of Landscape & Grounds Maintenance, or the authorized BCC designee, and must be of the highest quality while meeting all specifications, terms & conditions stated herein, to include BCC Policy #6Hx2-7.17 (below).

**POLICY #6Hx2-7.17:** Broward College is committed to maintaining campus landscapes that preserve the environment for future generations. It will be the policy of the College to remove exotic invasive species and create attractive landscapes, largely based on native species that preserve the security of the campus, create habitats for native wildlife, and promote biological diversity at all BCC locations. College President is authorized to establish procedures necessary to implement this policy. **NOTE:** The College will not plant any prohibited, invasive, or Category 1 species of plants or trees, per State of Florida Plant List.

Contractors must furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform work described in this ITB. Contractor must be licensed and insured. No guarantee is given to amount of sod that will be required during contract period.

Contractors shall use only trained and skilled employees in this trade that are directly employed with the company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida, and insured as required by the College/Co-Op Agency.

- 6.2 **QUALIFICATIONS / REQUIRED INFORMATION:** Contractors should include Florida clients on this list; at least 2 of the 5 clients should be in-state public education institutes similar to Broward College. The following must be submitted for award consideration for the award (please see attached Bidder's Qualification Form):

- a. **Company:** Copies of company license(s) and/or certification(s) to perform work specified.
- b. **References:** To show bidder's training & experience in similar work, bidders must provide the name of a company, contact, title, address, and telephone number for a minimum of 5 clients to whom they currently or recently provided service in the past 3 years.
- c. **Tri-County Location:** To qualify for the award of this ITB, bidders must have a stocking facility within Broward, Palm Beach, or Miami-Dade County in order for the pick up requirements of each participating agency to be met.

Failure to provide any required information, licenses/certifications, or any other required documents in accordance with these instructions will likely result in disqualification of the submittal as non-responsive.

- 6.3 **QUANTITY:** All quantities stated on the proposal form are approximate based on current estimates of work to be performed and available finding. Actual quantities may be greater or less than stated on the bid form. The estimated quantities are estimates for the next twelve (12) months and not for any one (1) specific project. The Co-Op reserves the right to purchase small quantities of sod (1 to 4 pallets) from other vendors when needed for small projects, or if not immediately available from the contract vendor. If required and requested, Contractor must have the ability to deliver and install up to 50,000 square feet of sod per day.

- 6.4 **AWARD:** Vendor may bid on any or all of the types of sod specified. The Co-Op will award the contract per Special Condition 4.4. The Board or each participating agency reserves the right to consider a bidder's history of citations and/or violations of regulations in the industry in determining a bidder's responsibility and further reserves the right to declare the low bidder not responsible if violations warrant such determinations. The Board or each participating agency further reserves the right to consider a bidder's history of not meeting established work schedules on prior bids and/or poor quality of material supplied on prior bids.

6.5 **PERFORMANCE:** The sod material delivered under this contract must be of the highest caliber and meet all Federal, State and Local Laws. All sod installation work must meet the enclosed specifications and be approved by the ordering Co-Op Agency. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Bid shall be replaced at the discretion of the Co-Op Agency.

If any material is damaged or destroyed through the fault of your company or a representative of your company the item must be replaced within 48 hours at your expense. The replacement sod must be of the same species and size. Failure in the above requirements will result in the cancellation of the contract.

6.6 **DELIVERIES:** All sod deliveries shall be made between 9:00 a.m. and 1:00 p.m. on the day installation and/or delivery is to be completed – as specified by the College or the Co-Op Agency only. Co-Op Agency must be informed forty-eight (48) hours in advance of all sod deliveries and/or changes in a delivery schedule.

Co-Op Agency reserve the right to require delivery/installation to be on certain days (Example only: Monday - Thursdays) or to change the delivery times from those stated herein. No deliveries will be accepted without receipt. Total quantity subject to final measurements. It will be vendor's responsibility to insure that square footage per pallet is correct and according to Agency specifications. Agency to verify quantity upon delivery, and notify vendor of any shortages.

All deliveries of sod shall be palletized and shall be unloaded with Contractor's personnel and equipment. Pallets shall be placed at various points in the field to be sodden to allow for more efficient sodding operations. It is the responsibility of the driver delivering sod to have a Co-Op Agency representative sign a delivery receipt showing exact number of pallets of sod delivered. The Co-Op Agencies will not be responsible for any pallets left at the field site. It will be the responsibility of the successful bidders to pick up all pallets within (24) hours of delivery.

6.7 **BIDDER'S QUALIFICATIONS:** Contractor must be regularly engaged in the growing and/or installation of sod material. Labor crews shall be controlled and directed by a foreman well versed in landscape installation, plant material and reading blueprints. Labor crews are employees of the Contractor and as such receive any insurance and/or benefits, etc. Required by law and are paid by the Contractor directly and not from any Co-Op agency. Labor crews must be citizens of the United States or have a green card as required by law.

6.8 **QUALITY ASSURANCE:** Contractor's superintendent shall be well versed in Florida sod material and planting operations.

<b>NOTE:</b> All sod furnished under this ITB shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.
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All other employees shall be competent and highly skilled in their particular job in order to properly perform the work. The Contractor shall be responsible for maintaining the quality of the material on the job throughout the duration of his/her responsibility.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the participating agencies that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

The Co-Op has the option to inspect the sod fields prior to the awarding of the bid and any time during the contract period in order to assure that the sod quality meets the bid specifications. Compliance with all current restrictions is regarded to movement of sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services.
- b. Florida Department of Agriculture, Division of Plant Industry.

All botanical and common names for sod have been from Hortus Third, 1976 edition. Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspections, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

- 6.9 **INSPECTIONS:** Inspections may be performed by the Agency ordering the material prior to the material being unloaded. If the material does not meet the specifications and conditions of the bid, the Agency may reject the entire shipment or a portion of the shipment at the Agencies discretion.
- 6.10 **SUBSTITUTIONS:** Substitutions of sod types shall be permitted only upon submission of documented proof that the particular type specified is not obtainable. Substitute shall be submitted for approval by the Grounds and/or Landscape Maintenance departments of the participating agencies. The Agencies reserve the right to obtain the sod requested from another source.
- 6.11 **GUARANTEE:** The guaranteeing of sod shall be construed to mean complete and immediate replacement of sod if it is:
- a. Not in a healthy growing condition.
  - b. There is a question to its survival ability at the end of the Guarantee period.
  - c. It is dead.
  - d. Contains excessive weed contamination.
  - e. Infestation of any pests and/or bugs (i.e. white fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force, providing the sod was in a healthy growing condition prior to these Acts of God.

- 6.12 **TRANSPORTATION:** Movement of sod shall comply with all Federal, State and local laws and regulations. Sod shall be transported on vehicles of adequate size.
- 6.13 **DELIVERY / WORK SCHEDULE:** Contractor shall guarantee delivery and/or work schedule within ten (10) calendar days after notification of each project. If Contractor cannot make sod delivery and/or work schedule within ten (10) calendar days, the Co-Op Agency has the option to obtain sod from the secondary award vendor and if that contractor cannot deliver or meet the work schedule within the ten (10) calendar days then from another vendor who can deliver and/or meet the work schedule.
- Deliver sod on pallets with root system protected from exposure to wind and sun.
  - Deliver sod in quantities capable of being installed within forty-eight (48) hours of cutting. All installation of sod must be completed within twenty-four (24) hours after delivery to installation site.
- 6.14 **DEBRIS:** Clean up of debris, left over sod and pallets is the responsibility of the contractor. All debris is to be hauled away at no extra charge to the College or Co-Op Agency. Debris should be removed within 24 hours.
- 6.15 **TRAFFIC CONTROL AND PROTECTION:** The plans for traffic control around or through work sites shall be developed with safety receiving a high priority. The plans should include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases, the operation plan for traffic control and protection shall include provisions for the following:
- a. Advance warning
  - b. Clear view of work site
  - c. Roadway delineation
  - d. Regulatory information
  - e. Hazard warning
  - f. Barriers
  - g. Pedestrian safety
  - h. Access
  - i. Location of vehicles and equipment
  - j. Night safety
  - k. Personnel training
  - l. Traffic control and protection devices (see Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations. )

A written plan detailing traffic control and safety protection should, if required by a Co-Op Agency, be prepared by the successful vendor. This plan will be a part of the continuing contract requirements.

6.16 **PRICING / PRICING ZONES:** Bidders shall submit pricing for each of the following zones:

North Broward:	Commercial Boulevard... <sup>↑</sup> North, to include Palm Beach County
Central Broward:	Between Commercial Boulevard ←and→ Griffin Road
South Broward:	Griffin Road... <sup>↓</sup> South, to include Miami-Dade County

The prices stated shall include all costs and expenses for taxed, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing the work, to include all pallet costs and/or deposits. The prices shall remain firm for the thirty-six (36) month contract term stated in Special Condition 4.5.

6.17 **BID SUMMARY (PRICING) INSTRUCTIONS – INSTALLATION:** Price offered for Sod Installation should be for service only. Materials will be purchased at the prices established under the respective line item.

6.18 **INSTALLATION (WHERE APPLICABLE):** The sod shall be moist and shall be placed on moist soil. Pitchforks shall not be used in handling sod, and dumping from vehicles shall **NOT** be permitted. The sod shall be carefully placed by hand, edge to edge, in rows at right angles to the slope, commencing at the base of the area to be sodden and working upward. The sod shall be immediately pressed firmly into contact with sod bed to provide a true and even surface and insure knitting without displacement of sod or deformation of the surfaces of the sodden area. The edges of the sodden areas shall be staggered in a corresponding manner, providing the offset along the edge does not exceed six inches (6"). All vertical edging adjacent to sodden areas shall be tamped so as to produce a feather edge. Should Contractor use a roller, he shall coordinate it's use as necessary to avoid damage to other work in place.

On slopes having a ratio of one in three or greater, peg the installed sod into place with not less than two stakes per square yard.

Immediately after completing placement of sod, begin watering operation. Water shall be applied in the amount necessary to keep the sod moistened to the full depth of the root zone for a period of not less than two weeks.

After the sod has been installed, pallets and other debris created by the Contractor shall be removed from the project. Any paved areas, including curbs and sidewalks, which have been strewn with soil, sod waste or fertilizer, shall be thoroughly swept.

In the event that weeds or other undesirable vegetation became prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed as directed by the Grounds Maintenance Supervisor of the appropriate agency. If necessary, it shall be replaced as needed.

Installation must be in staggered joints, edge to edge, and as tight as possible. All sod shall be alive, fresh, and uninjured and free of insects, pests, weeds, disease and Nematodes.

**\*\*\*FURNISHED SOD SPECIFICATION / DESCRIPTION\*\*\***

- 6.19. **GENERAL BID SPECIFICATIONS - ALL TYPES OF SOD:** The sod shall be a uniform thickness of 1-1/2" with a maximum of 1/2" thatch allowable. Sod shall be in either slabs or rolled strips of uniform length and width measurement no less than 12" x 24". The CoOp Agencies have the option to order either slabs or rolled strips of sod.

All sods shall be well matted with a dense root system and of firm, tough texture having a compact top growth & heavy root development; shall be free of objectionable grassy and broad-leaf weeds. Sod shall not be accepted if it contains Bermuda grass (Note: this sentence does not apply to Bermuda items.) Sod sections shall be strong enough to support their own height and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival. Sods shall be relatively uncompressed. The solid embedded in the sod shall be a clean earth, free of stones and debris.

The sod shall have been mowed at least three times with a lawn mower, with final mowing not more than seven (7) days prior to the sod being cut for placement. The sod shall be provided in commercial pad sized measuring not less than twelve inches by twenty-four inches, and shall be live, fresh and uninjured at the time of placement. It shall be machine cut at a uniform sort of thickness of 5/8 inches, plus or minus 1/4 inch at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh and uninjured at the time of planting. It shall be shaded and kept moist from the time it is cut until it is planted.

This section specifies the furnishing and/or installing of sod. The following pages contain a specific description of the sods being requested and sod installation specification:

- 6.20. **ST. AUGUSTINE FLORATAM SOLID SOD.** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.21. **ST. AUGUSTINE PALMETTO:** Same specification as Floratam, but more compact and more shade tolerant:

Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.22. **BAHIA – ARGENTINE BAHIA GRASS.** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following;

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

6.23 **BAHIA - PENSACOLA BAHIAGRASS:** Pensacola Bahiagrass and is the most widely grown bahiagrass today. It has been established on several million acres of roads, lawns, pasture, forage and conservation lands in the Southern states of USA since it's discovery in 1935 by Ed Finlayson of the Escambia County Extension Service, subsequently selected for widespread use in that area.

It has an extensive root system - long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures well. It produces an abundance of seedheads, which reduces its desirability for use as a lawngrass, but makes it suitable for roadside plantings. It has longer and narrower leaf blades than Argentine.

With more cold-tolerance than the other Bahias, it can be grown further North toward and in the transition zone. Top growth is usually killed by "mild frost", but it recovers fast with warm weather. In colder areas the Pensacola variety produces more early and late season forage growth than the other Bahia varieties.

It was originally used as a pasture grass on the sandy soils of the southeastern United States, and is popular low-maintenance lawngrass for infertile soils and does not require high inputs of fertilizers. Although bahiagrass does not produce a high-quality, dense, dark green lawn like some other warm-season lawngrasses, it does provide a good low-maintenance lawn where slightly reduced visual quality is acceptable.

It does not form excessive thatch. It may be grown from seed, which is abundant and relatively cheap, or it may be established from sod, sprigs, or plugs. It has relatively few disease problems, and mole crickets are the only primary insect problem.

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

6.24 **CERTIFIED & UNCERTIFIED BERMUDA (Tifway 419).** As required, sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No Broadleaf weeds and no more than two percent of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two years old.
- Machine cut pad size: 12: x 24" (except for "Big Roll Bermuda Sod which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable, not dormant, and capable of vigorous growth when planted.

6.25 **CERTIFIED BERMUDA (Tifgreen 328).** Sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No Broadleaf weeds and no more than two percent of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two years old.
- Machine cut pad size: 12: x 24" (except for "Big Roll Bermuda Sod which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.26 **BERMUDA CELEBRATION:** A selected mutation of *Cynodon dactylon*, a hybrid cultivar of Bermuda, chosen specifically for its dark blue-green color, low growing habit, adaptability to light-moderate shade, excellent drought tolerance and ability to reduce production costs while demonstrating desirable growth characteristics.

Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following;

- Bermuda sod shall be of premium grade and sand grown. No Broadleaf weeds and no more than two percent of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda Sod which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.27 **BERMUDA TIF DWARF:** Wide adaptation throughout the warm-humid and warm semi-arid climates of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation.

Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.28 **PASPALUM SEA DWARF:** SeaDwarf™ Seashore Paspalum is the only dwarf of Seashore Paspalum. It is a warm-season turfgrass with a fine texture. SeaDwarf has a green color and tolerates a wide range of mowing heights, about 1/8-inch to about 1-inch. It can be irrigated with low quality water. Potable, effluent, reclaimed, even seawater under the right conditions, can be used as an irrigation source.

Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- 6.29 **SEALSLE SUPREME SEASHORE PASPALUM – CERTIFIED:** Sealsle Supreme is a new and improved semi-dwarf seashore paspalum cultivar developed at the University of Georgia for tees, greens, fairways and roughs. Like predecessors Sealsle1 and Sealsle 2000, Sealsle Supreme requires less nitrogen fertilization and less water than many other warm season cultivars. More importantly, Supreme has a higher inherent salinity tolerance level than the other paspalums available today. It's a grass that thrives on salt water. In fact, it can tolerate extremely poor alternate water sources including sea water-fresh water blends with proper management practices. It also grows quite well when watered from recycled or effluent sources.

- Sod shall be well matted with strong developed roots and be not less than two years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

Sealst Supreme is being hailed as the ideal wall-to-wall turfgrass solution for golf courses around the world, with the following characteristics:

- Excellent Salt Tolerance - Can Be Irrigated with Brackish Water With Proper Management.
- Tolerates Gray Water & Effluent.
- Handles Wide Range of Soil pH Levels: 4.0-9.8.
- High Tolerance to Salt Spray, Water Logging & Periodic Inundations.
- Low Fertilization Requirements.
- Minimal Pesticide Requirements.
- Good Rooting in Sandy, Clay or Muck-Type Soils.
- Darker Green Color Than Bermudagrass.
- Can Be Overseeded with Bentgrass-Ryegrass- Alkaligrass Blends..
- Excellent Low Light Intensity Tolerance (Cloudy, Foggy, Smoggy Conditions.
- Root Growth & Functionality Still Maintained in 40-55¼ Soil Temperature Range.
- Low Tree Shade Tolerance (Similar to Bermuda).

6.30 **ULTIMATE FLORA® ZOYSIA:** UltimateFlora® Zoysia, a variety of Zoysia japonica, was developed in Florida by researchers at the University of Florida. This grass is a patented product of the University of Florida Turf Program. It was selected and bred for darker leaf color, fewer seed heads, a more refined leaf structure and, depending on location, faster growth rate than the long-standing standard Meyer zoysiagrass. UltimateFlora® Zoysia is well suited for use in parks and common areas in warm-season climates. Growers of UltimateFlora Zoysia shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x ½", excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than 6 months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within 24 hours prior to delivery.
- Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

6.31 **HAMMOCK® CENTIPEDE:** Hammock® Centipede is a patented product of the University of Florida Turf Program. It is more heat tolerant than other Centipede cultivars. It was bred in South Florida and developed for use as a lawn that can stand up to the summer heat. Low-maintenance features make it highly attractive. Once established, it will need to be mowed less than 6 times a year. Suitable for roadways, medians and public common area lawns. Probably not suitable for high-traffic areas. Finer texture than St. Augustine grasses. Darker green color than many existing varieties of Centipede. Growers of Hammock Centipede shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x 1/4", excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than 6 months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within 24 hours prior to delivery.
- Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

6.32 **WILDFLOWER SOD:** Wildflower sod is a lush mat of wildflower plants, with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50 to 70%). Wildflower sod is the perfect answer because over 3/4 of the seeds are already germinated and grown approx. 3-6 inches.

- Wildflower Sod shall be furnished in using the same machine cut pad size: 12" x 24" x 3/4" (+1/4")

- The sod pads shall be composed of densely packed, at least 75mm tall - approx. 3 inches – perennial wildflower plants with well developed root systems.
- Plants shall be mature enough to bloom within six (6) to eight (8) weeks after planting.
- The Wildflower Sod shall contain a minimum of 4-5 varieties of hardy, native, perennial plants, and all must contain plants compatible with both Zone 10 and Zone 11.
- Sod shall contain a mix of native wildflowers within a sod form, to include -- but not limited to:
  - Coreopsis Verticillata
  - Coreopsis Grandiflora
  - Coreopsis Tinctoria
  - Gaillardia Pulchella
  - Dune Sunflower
  - Coneflower

**6.33 SOD INSTALLATION SPECIFICATIONS:** Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets about. Ground preparation will be the responsibility of the Agency.
- All sod shall be planted within 48 hours of cutting and shall be kept shaded and moist. Sod shall be carefully placed edge to edge by hand with tightly fitted joints (overlapping will not be allowed).
- Sod shall be immediately pressed firmly into place by hand tamping or roller. The installation operation shall provide a true and even surface and insure knitting without displacement to sod or deformation of the surface of the sodded areas. Areas inaccessible to roller shall be hand tamped.
- On slopes having a ratio greater than or equal to 1:3, sod shall be pegged into place with not less than two stakes per square yard.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

**BID SPECIFICATION – PRICING ZONES**  
**ESTIMATED QUANTITIES – PER YEAR, BY ZONE, IN SQUARE FEET**

**NOTE:** The prices stated shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing work, to include all pallet costs and/or deposits

1. **North Broward/Palm Beach County:** From Commercial Boulevard...<sup>↑</sup>North including Palm Beach County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Broward College *North* Campus; Town of Palm Beach; Cities of Coconut Creek, Coral Springs, Deerfield Beach, Margate, Pompano Beach, and Tamarac.

**N. Broward – Palm Beach County**

St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bahia Pensacola	Bermuda 328 Certified	Bermuda 419 UNCertified	Bermuda 419 Certified	Bermuda Celebration	Bermuda Tif Dwarf	Paspalum Sea Dwarf
204,200	58,500	297,400	2,000	30,000	45,000	43,500	318,400	30,000	35,000

2. **Central Broward:** Between Commercial Boulevard ←and→ Griffin Road, including all areas east and west within Broward County line.

Estimates represent anticipated yearly requirements for Broward College *Central* Campus; Town of Davie; Cities of Fort Lauderdale, Lauderdale Lakes, Sunrise, and Tamarac.

**Central Broward County**

St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bermuda 328 Certified	Bermuda 419 Certified	Bermuda Celebration	Bermuda Tif Dwarf	Paspalum Sea Dwarf	Ultimate Flora Zoysia	Hammock Centipede
299,500	21,000	82,200	1,500	112,550	234,500	900	800	1,600	1,600

3. **South Broward/Miami-Dade:** From Griffin Road...<sup>↓</sup>South, including Miami-Dade County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Broward College *South* Campus; Cities of Cooper City, Dania Beach, Hallandale Beach, Hollywood, Miami, Miami Gardens, Miramar, North Miami Beach, and Pembroke Pines.

**S. Broward – Miami-Dade County**

St. Aug. Floratam	St. Aug. Palmetto	Bahia Argentine	Bermuda 328 Certified	Bermuda 419 UNCertified	Bermuda 419 Certified	Bermuda Celebration	Paspalum Sea Dwarf	Sealsie Supreme Paspalum	Wildflower Sod
241,800	174,000	577,500	1,500	2,500	152,500	317,500	7,500	20,000	2,000

S.E. FL GOVERNMENTAL PURCHASING CO-OP  
LOCATIONS / CONTACTS

**NOTE:** Broward College and Co-Op Agencies may require deliveries to different locations within their respective municipalities, therefore, The College/Co-Op reserves the right to add or delete locations at any time.

1. Broward College  
225 E. Las Olas Blvd. – Suite 616  
Fort Lauderdale, FL 33301

Contact and/or Purchasing Agent

- Beau Mitchell , Procurement Services Dept.
- (954) 201-7551 / 7330 Fax
- Email: [bmitchel@broward.edu](mailto:bmitchel@broward.edu)
  
- Wayne Quimby, Lansdcape/Grounds Maintenance Manager
- (954) 201-6706
- Email: [wquimby@broward.edu](mailto:wquimby@broward.edu)

2. City of Coconut Creek  
4800 W. Copans Road  
Coconut Creek, FL 33063

Contact and/or Purchasing Agent

- Dave Santucci, Purchasing Division
- (954) 956-1584 / 973-6754 Fax
- Email: [dsantucci@coconutcreek.net](mailto:dsantucci@coconutcreek.net)

3. City of Coral Springs  
9551 W. Sample Road  
Coral Springs, FL 33065

Contact and/or Purchasing Agent

- Art Resnik, Purchasing Division
- (954) 344-1101 / 1186 Fax
- Email: [ajr@coralsprings.org](mailto:ajr@coralsprings.org)

4. City of Dania Beach  
1201 Stirling Road  
Dania Beach, FL 33004

Contact and/or Purchasing Agent

- Leah Connolly, Parks/Landsdcape Maintenance
- (954) 924-3745 / 923-1109 Fax
- Email: [lvanvels@ci.dania-beach.fl.us](mailto:lvanvels@ci.dania-beach.fl.us)
  
- Nanci Denny, Purchasing Division
- 954-924-6800 / 954-922-5619 Fax
- Email: [ndenny@ci.dania-beach.fl.us](mailto:ndenny@ci.dania-beach.fl.us)

5. City of Deerfield Beach  
401 SW 4<sup>th</sup> St.  
Deerfield Beach, FL 33441

Contact and/or Purchasing Agent

- Donna Council, Purchasing Division
- (954) 480-4380 / 4388 Fax
- Email: [dcouncil@deerfield-beach.com](mailto:dcouncil@deerfield-beach.com)

6. City of Fort Lauderdale  
100 N. Andrews Ave. – Room 619  
Fort Lauderdale, FL 33301

Contact and/or Purchasing Agent

- Bob McKenney, Purchasing Division
- (954) 828-5139 / 5576 Fax
- Email: [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov)

7. City of Hallandale Beach  
400 S. Federal Highway  
Hallandale Beach, FL 33009

Contact and/or Purchasing Agent

- Andrea Lues, General Services-Purchasing Division Director
- (954) 457-1331 / 1342 Fax
- Email: [General\\_services\\_office@hallandalebeachfl.gov](mailto:General_services_office@hallandalebeachfl.gov)
- Gary Gibson, Grounds/Landscaping Superintendent
- (954) 457-1618 / 3119 Fax
- Email: [ggibson@hallandalebeachfl.gov](mailto:ggibson@hallandalebeachfl.gov)

8. City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, FL 33020

Contact and/or Purchasing Agent

- David Vazquez, Athletics & Asst. Parks Mgr.
- (954) 967-4606 / 4607 Fax
- Email: [dvazquez@hollywoodfl.org](mailto:dvazquez@hollywoodfl.org)
- Alice D'Emilio, Nursery Supervisor
- (954) 830-0385 / 967-4510 Fax
- Janice English, Procurement Services
- (954) 921-3345 / 3086 Fax
- Email: [jenglish@hollywoodfl.org](mailto:jenglish@hollywoodfl.org)

9. City of Lauderdale Lakes  
4300 N.W. 36th Street  
Lauderdale Lakes, Florida 33319

Contact and/or Purchasing Agent

- Diane LeRay, Purchasing and Contracts Manager
- 954-535-2743 / 733-3276 Fax
- Email: [dianel@lauderdalelakes.org](mailto:dianel@lauderdalelakes.org)

10. City of Margate  
5790 Margate Blvd.  
Margate, FL 33063  
  
Contact and/or Purchasing Agent
  - Connie Guzzi, Purchasing Division
  - (954) 935-5340 / 5258 Fax
  - Email: [purchase@margatefl.com](mailto:purchase@margatefl.com)
  
11. City of Miami  
444 SW 2<sup>nd</sup> Ave.  
Miami, FL 33130  
  
Contact and/or Purchasing Agent
  - Mike Rath, Purchasing Division
  - (305) 416-1919 / 1925 Fax
  - Email: [mrath@miamigov.com](mailto:mrath@miamigov.com)
  
12. City of Miami Gardens  
1515 NW 167<sup>th</sup> St. – Bldg. 5/Suite #200  
Miami Gardens, FL 33169  
  
Contact and/or Purchasing Agent
  - Pam Thompson, Procurement Manager
  - (305) 622-8031 / 474-1285 Fax
  - Email: [pthompson@miamigardens-fl.gov](mailto:pthompson@miamigardens-fl.gov)
  
13. City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
  
Contact and/or Purchasing Agent
  - Maggie Palomino, Procurement Division
  - (954) 602-3052 / 3482
  - Email: [mapalomino@ci.miramar.fl.us](mailto:mapalomino@ci.miramar.fl.us)
  
14. City of North Miami Beach  
17050 NE 19<sup>th</sup> Ave.  
North Miami Beach, FL 33162  
  
Contact / Purchasing Agent
  - Carlos M. Rivero, City Forester
  - (305) 948-2980 / 957-3502 Fax
  
15. City of Pembroke Pines  
13975 Pembroke Road  
Pembroke Pines, FL 33027  
  
Contact and/or Purchasing Agent
  - Terri Burzo, Purchasing Division
  - (954) 437-1111 / 1117 Fax
  - Email: [tburzo@ppines.com](mailto:tburzo@ppines.com)

16. City of Pompano Beach  
1190 NE 3<sup>rd</sup> Ave. – Bldg. C  
Pompano Beach, FL 33060

Contact and/or Purchasing Agent

- Leeta Hardin, General Services Director
- (954) 786-4098 / 4168 Fax

17. City of Sunrise  
3495 N. Hiatus Road – Suite 100  
Sunrise, FL 33351

Contact and/or Purchasing Agent

- Wendy Lorenzo, Purchasing Division
- (954) 572-2485 / 2278 Fax
- E-Mail: [wlorenzo@cityofsunrise.org](mailto:wlorenzo@cityofsunrise.org)

18. City of Tamarac  
7525 NW 88<sup>th</sup> Ave.  
Tamarac, FL 33321

Purchasing Agents

- Keith Glatz, Purchasing Division,
- Tel: (954) 597-3567 / 3665 Fax
- Email: [keithg@tamarac.org](mailto:keithg@tamarac.org)
  
- Steve Beamsderfer, Purchasing Division
- (954) 597-3566 / 3565 Fax
- Email: [stevenb@tamarac.org](mailto:stevenb@tamarac.org)

Public Works Dept. Contacts

- John Engwiller, (954) 597-3727
- Rodney Sims, (954) 597-3731

19. Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Contact and/or Purchasing Agent

- Herb Hyman, Procurement Manager
- (954) 797-1016 / 1049 Fax
- Email: [Herb\\_Hyman@davie-fl.gov](mailto:Herb_Hyman@davie-fl.gov)
  
- Steve L. Rodgers II
- (954) 797-1006 / 1246 Fax
- Email: [Steve\\_Rogers@davie-fl.gov](mailto:Steve_Rogers@davie-fl.gov)

20. Town of Palm Beach  
951 Old Okeechobee Road  
W. Palm Beach, FL 33401

Contact and/or Purchasing Agent

- Adis Pedraza, Purchasing Department
- (561) 227-7000 / 835-4688 Fax
- Email: [apedraza@townofpalmbeach.com](mailto:apedraza@townofpalmbeach.com)



**SECTION 7, ATTACHMENT 1**

**DRUG FREE WORKPLACE CERTIFICATION (F.S. 287.087)**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

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

This sworn statement is submitted to The COLLEGE/CO-OP,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

FORM: #4530 3/93

SECTION 7. ATTACHMENT 2

INSURANCE REQUIREMENTS

7.1 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College/Co-Op.

- A. General Liability Insurance:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations	\$2,000,000
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this ITB \$1,000,000.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Insurance Certification must list, as required, the Broward College or Co-Op Agency as Certificate Holder.
- E. The College/Co-Op will not accept "Claims-Made" insurance policies.
- F. Certificate must contain a provision for notification to the College/Co-Op 30 days in advance of any material change in coverage or cancellation.
- G. The College shall be named as an additional insured with reference to this ITB.

Must reference ITB # of this solicitation and must list the College or Co-Op Agency as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of ITB #ITB-2010-057-BM entitled Sod and Sod Installation – Term Contract from date of commencement to six months after date of completion."*

- H. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College/Co-Op thirty (30) days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide the College or Co-Op Agency Procurement Services Department with a Certificate of Insurance which is evidence of the above coverage and with the College/Co-Op Agency named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverage's should be submitted in writing in accordance with General Condition 6.

**SECTION 7, ATTACHMENT 3**  
**BIDDER'S QUALIFICATION FORM**

**BIDDER'S QUALIFICATION FORM**

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_  
Corporation: \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_  
Number of years in business under same ownership: \_\_\_\_\_

2. List name of officers of your firm:  
\_\_\_\_\_  
TITLE: \_\_\_\_\_  
\_\_\_\_\_  
TITLE: \_\_\_\_\_  
\_\_\_\_\_  
TITLE: \_\_\_\_\_

3. Date of Organization or Incorporation: \_\_\_\_\_

4. Office Organization:  
Contact Person: \_\_\_\_\_  
On-Site Supervisor (for Service Vendors): \_\_\_\_\_  
Phone Numbers: DAY: \_\_\_\_\_ NIGHT: \_\_\_\_\_

5. Experience:

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

**BIDDER'S QUALIFICATION FORM (CONT.)**

6. **Service Vendors:** List any account that canceled your service in the last two years.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

7. **Insurance Carrier:**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

**SECTION 8, ATTACHMENT 1**

**STATEMENT OF "NO" BID**

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

BROWARD COLLEGE  
Procurement Services Department  
Suite 616  
225 E Las Olas Boulevard  
Fort Lauderdale, Florida 33301

This information will help The COLLEGE in the preparation of future Bids and RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

<input checked="" type="checkbox"/>	Reasons for "NO" Bid:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

