

PROCUREMENT & MATERIALS
 MANAGEMENT DIVISION
 100 N. ANDREWS AVENUE
 FORT LAUDERDALE, FL 33301
 Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
 INVITATION TO BID
 e-mail: purchase@fortlauderdale.gov
 ITB NO. 452-9117

ISSUE DATE: 10/1/04
 PAGE 1 OF 21
**BIDS MUST BE RECEIVED
 PRIOR TO 2:00 P.M.**
 ON: October 26, 2004

TITLE: TURF GRASS MAINTENANCE – PARKING/FIRE (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: David E. Nash, CPPO, CPPB

DEPT: Parks

CONTACT FOR TECHNICAL QUESTIONS: Gina Rivera

PHONE: (954) 828-5786

Bidder Must Complete the Following:

Vendor Name Number & Street: City, State, Zip (+4) (See General Conditions Section 1.01)	Total Bid Discount (section 1.04) Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06) Web site address: http://www/_____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____%, net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p>How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit by facsimile. Facsimile bids will not be accepted.</p> <p>Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope:</p> <p>BID/RFP No. 452-9117 Title: Turf Grass Maint. Parking Lots (Annual Contract) Opens: 10/26/04 2:00 PM</p>	
<p>Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

City of Fort Lauderdale

GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INFORMATION/SPECIAL CONDITIONS

1.01. Purpose

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for an annual contract **to furnish all labor, materials, and equipment to provide turf grass maintenance services** in the locations as specified within for the Parks & Recreation Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, David Nash at (954) 828-7816 or by e-mail to dnash@fortlauderdale.gov. For information of a technical nature, contact the Contract Administrator, Gina Rivera, at (954) 828-5786 or by e-mail to grivera@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addendum

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Procurement Division in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued within 2 days to all proposers who have received a copy of this Invitation To Bid (ITB). To facilitate receipt of questions they may be sent via FAX to (954) 828-5576, Attn: David Nash or by e-mail to dnash@fortlauderdale.gov. **PLEASE NOTE: No portion of your bid response can be sent via FAX.**

1.04 Site Visits

While there is no mandatory pre-bid conference, it is recommended that bidders inspect the locations to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.05. Competency of Bidders

Bids will be considered only from firms that have been continuously engaged in providing products or services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time, have sufficient financial support and have sufficient delivery fleet and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

1.06. Performance

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

1.07. Contract Term

The initial contract term is for one (1) year and is expected to begin on or about November 1, 2004. The City reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

1.08. Price

Bidder will quote a firm, fixed cost for each location listed in the specifications below and on the Bid Proposal pages. Pricing shall include all costs associated with the project including labor, equipment, management, etc. **You must bid on all locations within a group in order to be considered for award.**

1.09. Cost Adjustments

Costs for all products and services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.10 Service Test Period

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

1.11 Warranty of Usage

The locations and services listed below on the Bid Proposal Pages represent an estimate of annual usage and may be used by the bidder as a guide. They will also be used by the City for tabulation and award purposes. However, no warranty is given or implied as to the actual items and/or dollar amount that will be purchased.

1.12. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City for each group listed. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. **Individual locations within the group will not be split.** Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening. A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid. Approximately ten (10) days after bid opening, the bid tab may also be viewed at www.fortlauderdale.gov/purchasing/index.htm.

1.13. Insurance

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

Worker's Compensation and Employer's Liability Insurance

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

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

Commercial General Liability Insurance

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

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

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

Automobile Liability Insurance

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

Limits: Bodily Injury \$250,000 each person
 \$500,000 each occurrence

Property Damage \$100,000 each occurrence

Combined Single Limit \$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your bid.

In the event that you are the successful bidder, you will be required to provide a Certificate naming the City as an “Additional Insured”.

1.14. Records Maintenance and Audits

The City reserves the right to view the accounts and financial records with respect to the services performed under this contract. Records shall be kept separate and identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Internal Auditor, or representative for inspection and audit all records and files for the duration of the contract including any extension terms plus two (2) years. Such records shall be maintained, as an independent certified public accountant would need to examine, in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

1.15. Selling or Transferring Contract

No contract awarded under these terms, conditions and specifications shall be sold, subcontracted, transferred or assigned without the written approval of the City.

1.16. Lobbying Activities

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

1.17. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-7, are included by reference.

PART II – TECHNICAL SPECIFICATIONS

2.01. General

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

2.02 Contractor Responsibilities

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

B. The Contractor must remove any signs, or bulletins of a temporary nature advertising items such as

open houses, garage sales, lost pets, sale notices, political elections, etc., located on City swales, medians and rights-of-way. These must be taken away and properly disposed of, but not in private or City trash receptacles.

- C. Branches or debris placed by local residents for bulk disposal or as a result of storm damage are not the responsibility of the Contractor.
- D. The Contractor shall notify the Contract Administrator (or designee) of any unauthorized dumping of building debris or yard waste. The City will make a determination as to the proper disposal of the material.
- E. All other litter, debris, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of. Shoulder mounted or hand held blowers are not an acceptable tool for this maintenance.
- F. The Contractor shall edge along walks, curbs, hedges, and beds as required maintaining a neat appearance with every service to prevent the growth of plant material that may encroach onto sidewalks, curbs, easements, and plant beds. The vertical edges shall be at a minimum depth of 1 inch to prevent such encroachment. A blade-edger must be used. String-trimmer edging is not acceptable.
- G. The Contractor shall line trim around all obstructions such as signs, posts, structures, test wells, fences, poles, trees, walls and slabs, etc. with every service. Care must be taken so as not to cause damage to any plant material or City property.
- H. The Contractor shall ring around the sprinkler heads as required to allow for proper operation of sprinkler systems with every service.
- I. The Contractor shall ring around trees with a blade-edger every service.
- J. The Contractor shall rake the leaves and blow grass trimmings at each site upon completion of that day's service. Raking of leaves and other debris shall also be performed at the base of shrubbery and all other areas to maintain the area, sidewalks, gutters, and paved surfaces in a neat and aesthetic appearance.
- K. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters in accordance with City Ordinance #24-7. Grass and clippings must be blown back onto the cut surface.
- L. The Contractor shall mow turf areas at a height of not less than 3' or more than 4." The Contractor shall not mow or line trim the grass at a height of less than 3" down to and exposing the soil, thus causing damage to the turf. Uncut sections of turf are unacceptable.
- M. All specified areas must be maintained for weed control with each service. The mowing cycle will also include with each service the manual removal of all weeds and foreign growth from all plant beds, flowerbeds and shrubs as well as all areas devoid of grass. All plant growth in cracks, seams and/or joints such as sidewalks, curbs, paved areas and driveways may be mechanically cut down to the pavement surface with a line trimmer during the completion of each service.
- N. The Contractor shall not utilize any defoliant, herbicide, or growth retardant for the purpose of restricting or removing growth in any manner without prior approval of the Parks Superintendent or designate.
- O. If authorization is granted to utilize a growth retardant, the contractor shall not spray around inanimate objects. Trimming around items such as signs, poles and valve boxes will be performed

by line trimmer. Growth retardants sprayed around trees may not extend beyond 12" around the base of the tree.

- P. The Contractor shall notify the Parks Division in the event of scheduling delays or changes, as well as any comments/complaints received from the general public.
- Q. The Contractor shall have his mowing crew supervised by a qualified foreman at all times.
- R. The Contractor's mowing equipment shall be maintained in good, sharp condition to insure an even, clean cut to prevent tearing the blades of grass.
- S. Where hedging is required hedges must be trimmed EVERY MONTH to ensure they are uniform and neatly maintained. Heights for the different sites may vary and will be confirmed at initial site visit. Parking lot hedges are to be maintained at a minimum height of two (2) feet and no more than three (3) feet. Other hedges may be maintained at a minimum height of four (4) feet and no more than five (5) feet.

2.03. Frequency of Servicing

(A Mode)

Total of 42 services per year

Summer Schedule (April 1st – October 31st) 32 weekly services @ 7 days apart

5 services per month in April, June, August and October (5 x 4 = 20)

4 services per month May, July, and September (4 x 3 = 12)

Winter Schedule (November 1st - March 31st) 2 services per month @ 15 days apart (5 x 2 = 10)

(B Mode)

Total of 31 services per year

Summer Schedule (April 1st – October 31st) 3 services per month @ 10 days apart (7 x 3 = 21)

Winter Schedule (November 1st - March 31st) 2 services per month @ 15 days apart (5 x 2 = 10)

(D Mode)

Total of 19 services per year

Summer Schedule (April 1st – October 31st) 2 services per month @ 15 days apart (7 x 2 = 14)

Winter Schedule (November 1st - March 31st) 1 service per month (5 x 1 = 5)

All servicing shall be scheduled and completed **Monday through Saturday**. Servicing on Sundays and holidays is not permitted without the approval of the Parks Superintendent or designate. All services shall occur between the hours of 7:00 A.M. and dusk each day. No other times are permitted.

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

2.04. Work Schedules

Prior to each month of service, the contractor must submit a work schedule containing the proposed dates for each service. The Contract Administrator must approve the monthly job completion format and monthly work schedules. Deviations from the schedule may be allowed for inclement weather conditions or when the conditions of the soil will not allow servicing to be accomplished satisfactorily or safely.

2.05. Job Completion Notices

The Contractor shall also be responsible to submit to the Parks Division, **on a daily basis**, Job Completion Notices, detailing those areas or service groups completed within that current or previous work day. These shall be sent by fax to Gina Rivera at (954) 828-5799 or via e-mail to grivera@fortlauderdale.gov. A hard copy may also be hand delivered to the Parks Shop located at 220 SW 14 Av., Bldg. 2, Fort Lauderdale, FL. **The notices may not be mailed.** The Parks Shop normal hours of operation are 6:30 am to 3:00 p.m.

The City reserves the right to negotiate with the successful bidder as to that time interval allowed for deposit of these Job Completion Notices. In no case however, shall this time interval for submission of the required notices exceed a forty-eight (48) hour or two (2) workday time period. Exceptions shall be the notices of work completed the last day of the workweek may be delivered the following Monday morning. Work completed on the last day prior to the commencement of a recognized legal holiday will also justify delivery of the required notices on the first workday following this holiday.

2.06. Areas of Responsibility

See Bid Proposal Pages below.

2.07. Safety

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

2.08. Damage to Public and/or Private Property

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

2.09. Contract Coordinator

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

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

2.10. Contractor Performance Reviews and Ratings

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

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

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

2.11. Deletions or Modification of Services

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

2.12. Cost Itemization

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

An example of the required detailed information is shown below.

Invoice Date: July 1, 200X
Location: Location 1 was mowed X times (of the anticipated XX) during the June billing period.
Payment Due: X times \$ _____ /per mowing = \$ _____
Details to be included:

NE 11 Street right-of-ways	6/1	6/15	6/29
Bayview Drive Canal Ends	6/1	6/15	6/29
Bermuda Riviera	6/2	6/16	6/30

2.13. Invoices/Payments

No payment will be made for work for which a job completion notice has not been received. This procedure is necessary in order to allow Parks Division personnel the opportunity to verify the completion of scheduled work to prescribed specifications and confirm that the Contractor is complying with the established work schedules.

Invoices shall be received at the completion of each month of service. The City reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be

processed until a corrected invoice is received. Payment shall be made within 30 days from the receipt of a correct invoice.

2.14 Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered, as liquidated damages.

The Parks & Recreation Department Contract Administrator, or designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Contractor noting required corrections.

In the event the contractor shall not have completed all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If the Contractor continually fails to perform the services within the time specified in the contract, or if the actual services performed are only partially completed, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoice of 25% of the cost for that location as fixed, agreed, and liquidated damages. Deductions will be applied in accordance with the Contractor's bid proposal form "prices."

Additionally, the continual failure of the Contractor to appear on any scheduled workday without the advance approval of the Parks & Recreation Contract Administrator or designee may likewise result in the deduction of 25% of the total cost for that location. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

2.15. Additional Items/Duties

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

BIDDER PROPOSAL PAGE

BIDDER NAME _____

Bidder agrees to supply the products or services at the rates listed below in full accordance with the terms, conditions, and specifications contained in this ITB. The term "ROW" refers to Right of Way.

	<u>Approx. Sq. feet</u>	<u>Cost Per Service</u>
<u>ROWS</u>		
1. ROWs between Birch Rd. & Seabreeze from Cortez St. to Castillo including area north of retaining wall excluding private property north of taller wall at end	55,634	mow & weed \$ _____
2. ROW triangle at Sebastian Street & Seabreeze	1,292	mow & weed \$ _____
3. ROW swale on Seabreeze from Castillo to Sebastian on east side of Seabreeze	18,678	mow & weed \$ _____
4. Terramar, medians from A1A to Birch	3,843	mow & weed \$ _____
5. Galt Ocean Mile, Galt Ocean Dr. swale on west side from NE 41 St. to Oakland Park Blvd and A1A, (no hedge service required)	75,638	mow & weed \$ _____
		Mow & Weed Service Total \$ _____
A Mode ROWS Total \$ _____		X 42 services/year = \$ _____ Annually

	<u>Approx. Sq. feet</u>	<u>Cost Per Service</u>
<u>NON-ROWS</u>		
1. Lincoln Park, 600 NW 19 Ave	239,580	mow & weed \$ _____
2. Building Services Center, 700 NW 19 Ave (directly behind Lincoln Park)	48,530	mow & weed \$ _____
	1,850	hedges \$ _____
3. D. C. Alexander Park, 500 Seabreeze Blvd, between A1A and Seabreeze	67,087	mow & weed \$ _____
4. Hall of Fame Aquatic Complex, 501 Seabreeze Blvd.	43,616	mow & weed \$ _____
	16,147	hedges \$ _____
5. Willingham Park, 2100 N. Atlantic Blvd NE 21 St & No. Ocean Dr	29,426	mow & weed \$ _____
		Mow & Weed Service Total \$ _____
		Hedge Service Total \$ _____
A Mode Mow & Weed Service Total \$ _____		X 42 services/year = \$ _____ Annually
Hedge Service Total \$ _____		X 12 services/year = \$ _____ Annually
GRAND TOTAL FOR NON-ROW GROUP: \$ _____ Annually		

Approx. Sq. feet Cost Per Service

PARKING LOTS

1. Sistrunk Shops Parking Lot, 1100 Block Sistrunk Blvd. (no hedge service required)	17,214	mow & weed	\$ _____
2. Brickell Parking Lot, Southeast corner of SW 1 Ave and Broward Blvd (no hedge service required)	8,320	mow & weed	\$ _____
3. SW 13 Street and S. Andrews Ave Parking Lot	3,410	mow & weed	\$ _____
4. SW 14 Street, Parking ROWs on both sides from Andrews Ave to SW 1 Ave	2,743	mow & weed	\$ _____
5. SW 15 Street and S. Andrews Ave, medians on both sides of FEC tracks between SW 1 Ave and Flagler Ave	1,772	mow & weed	\$ _____
6. SW 16 Street and S. Andrews Ave Parking Lot Andrews Ave to FEC tracks, medians and swale at parking meters on north & south sides	6,225	mow & weed	\$ _____
7. SW 18 Street, median from Andrews to SW 1 Ave	3,875	mow & weed	\$ _____
8. SE 9 Avenue and SE 2nd Court Parking Lot Between SE 8 Ave & 9 Ave and Las Olas & SE 2 Ct	6,070	mow & weed	\$ _____
9. SE 13 Avenue and SE 2 nd Court Parking Lot	3,755	mow & weed	\$ _____
	140	hedges	\$ _____
10. SE 15 Avenue and SE 2 nd Court Parking Lot	2,188	mow & weed	\$ _____
	110	hedges	\$ _____
11. Birch Las Olas Circle, east and west sides, SE 4 St and South A1A along seawall dockage	11,474	mow & weed	\$ _____
12. Birch Las Olas Parking Lot & Marina, SE4 St and East Las Olas (S. Birch Rd)	86,030	mow & weed	\$ _____
	2,027	hedges	\$ _____
13. Oceanside Parking Lot, AIA & East Las Olas	33,249	mow & weed	\$ _____
	8,182	hedges	\$ _____
14. South Beach Parking Lot, 600 South A1A (across from Bahia Mar Hotel)	7,719	mow & weed	\$ _____
	720	hedges	\$ _____
15. Sebastian St. Parking Lot, Sebastian St. and Seabreeze	410	mow & weed	\$ _____
	700	hedges	\$ _____
16. Beach Handicapped Parking Lot Sebastian, Between AIA & Seabreeze, excludes hedges and plant bed ROW on north-end	3,746	mow & weed	\$ _____

17. Beach Parking Lot, 2700 NE 27 th St., AIA & North Atlantic Blvd., medians & parking lot (no hedge service required)	4,096 mow & weed	\$ _____
18. Vista Park & Parking Lot, 2800 N Atlantic Blvd Between Center Ave & No. Atlantic, off NE 27 St & No. Ocean Blvd. (no hedge service required)	35,307 mow & weed	\$ _____
19. Beach Community Center, 3351 NE 33 Ave	32,670 mow & weed 620 hedges	\$ _____ \$ _____
20. Parking Lot at NE 32 nd St and NE 32 Avenue Lots from AIA to 32 Ave	9,684 mow & weed 15 hedges	\$ _____ \$ _____
21. Parking Lot at NE 33 rd St and NE 32 Avenue Lots from AIA to 32 Ave	3,266 mow & weed 283 hedges	\$ _____ \$ _____
	Mow & Weed Service Total	\$ _____
	Hedge Service Total	\$ _____

B Mode Mow & Weed Service Total \$ _____ X 31 services/year = \$ _____ Annually
Hedge Service Total \$ _____ X 12 services/year = \$ _____ Annually

GRAND TOTAL FOR PARKING LOT GROUP: \$ _____ Annually

	<u>Approx. Sq. feet</u>	<u>Cost Per Service</u>
<u>D-mode Parking Lot</u>		
1. Crossroads Parking Lot, northwest corner of NE 26 th St and N. Federal Hwy (mow sidewalk swale on Federal)	1,136 mow & weed 2,446 hedges	\$ _____ \$ _____
	D Mode Mow & Weed Service \$ _____ X 19 services/year = \$ _____ Annually	
	Hedge Service \$ _____ X 12 services/year = \$ _____ Annually	
	GRAND TOTAL FOR D-MODE PARKING LOT: \$ _____ Annually	

	<u>Approx. Sq. feet</u>	<u>Cost Per Service</u>
<u>FIRE STATIONS</u>		
1. FS No. 47, 1000 SW 27 th Avenue	13,889 mow & weed 108 hedges	\$ _____ \$ _____
2. FS No. 3, 2801 SW 4 Ave.,	18,807 mow & weed	\$ _____
3. FS No. 8, 1022 W. Las Olas Blvd.	22,325 mow & weed 91 hedges	\$ _____ \$ _____
4. FS No. 49, 1015 Seabreeze	7,764 mow & weed 85 hedges	\$ _____ \$ _____
5. FS No. 13, 2871 E. Sunrise	7,764 mow & weed	\$ _____

6. FS No. 29, 2002 NE 16 St and Fire Prevention Station, 2000 NE 16 St	4,506 mow & weed 115 hedges	\$ _____
7. FS No. 54, 3200 NE 32 St (Oakland Park)	3,952 mow & weed 70 hedges	\$ _____
8. FS No. 35, 1841 E. Commercial Blvd.	5,395 mow & weed 50 hedges	\$ _____ \$ _____
9. FS No. 53, 5555 NW 23 Ave. (area in front of airport fence including ROA circle)	39,000 mow & weed 153 hedges	\$ _____ \$ _____
10. FS No. 88, 6300 NW 21 Ave.	38,652 mow & weed	\$ _____
11. FS No. 46, 1121 NW 9 Ave.	19,945 mow & weed 337 hedges	\$ _____ \$ _____
12. FS No. 2, 528 NW 2 St	8,500 mow & weed 3,600 hedges	\$ _____ \$ _____
	Mow & Weed Service Total	\$ _____
	Hedge Service Total	\$ _____

B Mode Fire Stations Total \$ _____ X 31 services/year = \$ _____ Annually
Hedge Service Total \$ _____ X 12 services/year = \$ _____ Annually

GRAND TOTAL FOR FIRE STATION GROUP: \$ _____ Annually

	<u>Approx. Sq. feet</u>	<u>Cost Per Service</u>
<u>UTILITY STATIONS</u>		
1. G.T. Lohmeyer, 1765 SE 18 St. (hedges excluded)	54,429 mow & weed	\$ _____
2. Trash Transfer Plant A, 2100 NW 6 St.	73,200 mow & weed 70 hedges	\$ _____ \$ _____
3. Fiveash Water Plant & Admin Bldgs, 4321 NW 9 Ave. (bed in front of Fiveash building is not included)	282,628 mow & weed 1,262 hedges	\$ _____ \$ _____
4. Central Maintenance Shop, 4250 NW 10 Ave. (hedges excluded)	4,561 mow & weed	\$ _____
	Mow & Weed Service Total	\$ _____
	Hedge Service Total	\$ _____

B Mode Mow & Weed Service Total \$ _____ X 31 services/year = \$ _____ Annually
Hedge Service Total \$ _____ X 12 services/year = \$ _____ Annually

GRAND TOTAL FOR UTILITY STATION GROUP: \$ _____ Annually

YOU MUST QUOTE ALL ITEMS LISTED IN A GROUP
IN ORDER TO BE CONSIDERED FOR AWARD
OF THAT GROUP

**Price per square foot for any location added to an A Mode group:
(See Paragraph 2-15, Page 15 above)**

\$ _____/sq. ft.

**Price per square foot for any location added to a B Mode group:
(See Paragraph 2-15, Page 15 above)**

\$ _____/sq. ft.

**Price per square foot for any location added to a D Mode group:
(See Paragraph 2-15, Page 15 above)**

\$ _____/sq. ft.

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

Questionnaire

Please print or type:

1. Have you made a site visit? ___Yes ___No
2. Provide three references (not relatives) for which you have performed similar work.

Failure to provide references may result in your bid being declared non-responsive. These references may be contacted. If the City cannot locate any of these references, your bid may be declared non-responsive.

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

