CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

472-9625

Turf Grass Maintenance (Annual Contract)

David E. Nash

954-828-7816

Bid 472-9625
Turf Grass Maintenance (Annual Contract)

Bid Number	472-9625
Bid Title	Turf Grass Maintenance (Annual Contract)
Bid Start Date	Oct 31, 2006 8:35:12 AM EST
Bid End Date	Nov 21, 2006 2:00:00 PM EST
Bid Contact	David E. Nash Procurement Specialist II Public Works/Building Services 954-828-7816 dnash@fortlauderdale.gov
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	90 days
Bid Comments	The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide turf grass maintenance and trash collection services to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB). You must quote on all items in the bid and on the Bid Questionnaire in order to be considered for award. This is a re-bid of ITB 462-9261 and 462-9574. For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum. The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Item Response Form

Item	472-9625-1-01 - Group 1 - Ditches: Ditches
Lot Description	Ditches
Quantity	12 month
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description

The storm water ditches are located in the community of Melrose Park, which is bordered by Broward Blvd. on the north, Davie Blvd. on the south, State Road 7 (US 441) on the west and Indiana/Kentucky Ave. on the east. The ditches are approximately 2.5 miles long, approximately 20-30 feet wide, approximately 3 feet deep, with a slope of 1

foot every 3 feet and covered mostly with Bahia Grass. The area will be completely maintained three (3) times per year, but may be done monthly in sections. (See complete Scope of Services attached

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Item	472-9625-2-01 - Group 2 - Railroad Rights of Way: Railroad Rights of Way
Lot Description	Railroad Rights of Way
Quantity	12 month
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description
The Florida East Coast (FEC) railroad rights of way run from approximately State Road 84 (SW 24th Street to the north side of NE 17th Court, a distance of approximately 4-1/2 miles. (See complete Scope of Services attached.)

Item	472-9625-3-01 - Group 3 - Other Rights of Way: Other Rights of Way
Lot Description	Other Rights of Way
Quantity	12 month
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description
1. NE 12 Street between NE 5 Avenue & NE 6 Avenue.
2. NW 14 Street between Andrews Avenue & NW 7 Terrace.
3. NW 15 Street between Andrews Avenue & NW 7 Terrace.
(See complete scope of services attached.)

Item	472-9625-4-01 - Group 4 - Additional Services: Hourly Labor Rate, Unskilled
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Provide cost per hour for unskilled labor for litter pick up, raking, sweeping, etc. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-02 - Group 4 - Additional Services: Hourly Labor Rate, Skilled
	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN

Lot Description	ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Provide cost per hour for skilled labor such as Foreman/Crew Leader. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-03 - Group 4 - Additional Services: Hourly Equipment Rate, Tractor/Bushhog Mower
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Cost per hour for a Tractor/Bushhog Mower with operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-04 - Group 4 - Additional Services: Hourly Equipment Rate, Power Mower
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Cost per hour for a Power Mower with operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-05 - Group 4 - Additional Services: Hourly Equipment Rate, Weed Eater
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 1

Description
Cost per hour for a Weed Eater with operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-06 - Group 4 - Additional Services: Hourly Equipment Rate, Blower
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Cost per hour for a Blower wih operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-07 - Group 4 - Additional Services: Hourly Equipment Rate, Chain Saw
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Cost per hour for a Chain Saw with operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-08 - Group 4 - Additional Services: Hourly Equipment Rate, Bob Cat w/Trailer
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description
Cost per hour for a Bob Cat with Trailer and operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

Item	472-9625-4-09 - Group 4 - Additional Services: Hourly Equipment Rate, Dump Truck
Lot Description	Additional Services as Needed. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Cost per hour for a Dump Truck (min. 6 cu. yards) with operator. YOU MUST QUOTE ON ALL ADDITIONAL ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. 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 uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **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 procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 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 Procurement Services Department 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 Procurement 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 Procurement Division immediately. Such notification must be received by the Procurement Services Department 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 Procurement DIrector reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform**.**

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, 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. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

3.15 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**.**

3.16 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.

3.17 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 Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED 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, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including 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, **to provide turf grass maintenance and trash collection services** for the Public Works 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 dnash@fortlauderdale.gov. Such contact is to be for clarification purposes only. Any questions that bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued.

1.03. Pre-bid Conference and Site Visit

There will be no pre-bid conference. If required, additional job site information is available from Solid Waste Foreman Willie Washington at 954-828-5771, Monday-Friday 6:30 AM to 3:00 PM.

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 a 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.

1.04. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing goods and services similar to those specified herein for a period of at least three years 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 this period of time.

1.05. Performance

It is the intention of the City to obtain the products and/or services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. 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 products 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.

1.06. Contract Term

The initial term of this contract shall be one (1) year and is estimated to begin on or about December 1, 2006. 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.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing

contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.07. Pricing

Bidder will quote a firm, fixed cost for each group listed in the specifications below and on the bid pricing pages. Pricing shall include all costs associated with the project including labor, equipment, management, etc. There will be no travel time, mobilization, or fuel surcharges, etc., added to any monthly invoice.

1.08. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City **per group**. However, the City reserves all options under paragraph 3.16 of the General Conditions. For each of the first three groups awarded, the awarded vendor will use its own pricing provided in Group 4 for any additional work assigned under paragraph 2.12. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening.

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

1.09. Cost Adjustments

Costs for all services provided 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 price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted price lists and the matter cannot be resolved to the satisfaction of the City, the contract can 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. If a service test period is required and successfully completed, the number of days of such test period shall be considered part of the first year of the contract.

1.11. Warranty of Usage

The locations and services listed herein are estimates of annual usage and may be used by the bidder as a guide. They will also be used for bid tabulation purposes. However, no warranty or guarantee of quantities to be purchased is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.12. 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)

9625 turf grass ditch (3/12)

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

In the event that you are the awarded contractor, you will be required to provide an original Certificate of Insurance naming the City as an "Additional Insured" for General and Automobile Liability.

1.13. 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.ci.fort-lauderdale.fl.us/documents/index.htm

1.14. General Conditions

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

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

2.01. General

The Public Works Department Sanitation Division is seeking a qualified contractor to mow grass and weeds, trim tree overgrowth, and remove trash and fallen branches from two storm water drainage ditches. Toppled trees, any single dumping that exceeds 30 cubic yards per location and situations created by Force Majeure will be subject to additional charges provided in the bid. Additionally, this contract shall include the removal of trash and the mowing of all Florida East Coast (FEC) railroad rights of way in the corporate limits of the City of Fort Lauderdale as indicated on the job site map. From time to time, the Contractor may be requested to supplement City resources by mowing vacant lots, performing Code Enforcement property clean ups, mowing rights of ways, etc. City and Contractor will jointly survey such job sites and determine the appropriate time and material charges based on hourly rates provided in the bid. There are three rights of way that must be mowed on a regular basis as well.

2.02. Service Locations

A. The storm water ditches are located in the community of Melrose Park, which is bordered by Broward Blvd. on the north, Davie Blvd. on the south, State Road 7 (US 441) on the west and Indiana/Kentucky Ave. on the east. The ditches are approximately 2.5 miles long, approximately 20-30 feet wide, approximately 3 feet deep, with a slope of 1 foot every 3 feet and covered mostly with Bahia Grass.

   An engineering drawing showing the exact property location and dimensions of the area to be serviced is available free of charge at City Hall 4th floor Engineering Dept., Monday to Friday, 8:00 A.M. to 4:00 P.M. (closed 12-1 P.M. and holidays.)

   The file number is Melrose Utility Improvement Project 4-126-66.

9625 turf grass ditch (4/12)

B. The Florida East Coast (FEC) railroad rights of way run from approximately State Road 84 (SW 24th Street to the north side of NE 17th Court, a distance of approximately 4-1/2 miles.

The cad file number is FEC-Lease.DWG

C. Contractor shall maintain areas indicated on the engineer drawings plus any adjoining City rights of way such as:
Ditches: up to a private property line
Railroad: swales up to roadway. Note Railroad swale work may need to be done at a time when there are no parked vehicles present.

D. Other Rights of Way

1. NE 12 Street between NE 5 Avenue & NE 6 Avenue
2. NW 14 Street between Andrews Avenue & NW 7 Terrace
3. NW 15 Street between Andrews Avenue & NW 7 Terrace

2.03. Group I Ditches- Scope of Services

A. The Contractor shall clean the area 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 service.

B. All other litter, debris, clippings, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of. Shoulder mounted or hand held blowers are **not** acceptable tools for this maintenance if used to blow debris on to adjoining properties.

C. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters in accordance with City Ordinance #24-7.

D. The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls and slabs, etc., in areas when needed in order to maintain a neat appearance, or before growth reaches 12-16 inches.

E. Trees and overgrowth will be trimmed back upon request of the City and the Contractor will invoice the City at the contracted hourly rates appropriate to the task for labor and equipment.

F. The Contractor shall **not** utilize any defoliant, herbicide, or growth retardant for the purpose of restricting, preventing, or removing growth in any manor without prior approval from the City.

G. The Contractor shall notify the City's Field Supervisor in the event of scheduling delays or changes, as well as any comments/complaints received from the general public.

2.04. Group II Railroad Rights of Way - Scope of Services

All of the services listed in paragraph 2.03 above are included in this Scope of Services by reference.

2.05. Group III Other Rights of Way - Scope of Services

All of the services listed in paragraph 2.03 above are included in this Scope of Services by reference.

2.06. Contractor Responsibilities

9625 turf grass ditch (5/12)

A. The contractor shall maintain an office to conduct business and provide a communication system such as a two-way radio or cellular phone between office & City and office & field crew.

B. The contractor shall own or have access to the necessary vehicles, equipment and labor to perform the duties assigned.

C. The contractor shall demonstrate ability to perform equipment maintenance such as operating existing repair facility or have established business accounts with repair shops.

D. If sub-contractors are used, the primary contractor retains full responsibility for performance under this contract.

The City retains the right to verify contractor's qualifications by requesting additional information, verifying past contracts, contacting references, conducting site visits of facilities & equipment, or obtaining other information to determine ability to perform.

2.07. Hours of Service

Work shall be performed from 7:00 AM to 6:00 PM, Monday thru Saturday, excluding holidays.

2.08. Standards of Service – Ditches

The City desires to maintain these properties in a condition suitable for their intended use and at a level acceptable to community standards. Although this maintenance agreement is considered to be a year round monthly contract, the contractor may be called upon to perform service on a daily basis. The following maintenance schedule is provided as an **example**. The City and the Contractor will determine the final schedule.

A. Primary Service – maintain the ditch 3 times per year. Work may be completed monthly by sections.

1. January – April — mow, weed-eat, remove trash & litter, (trim trees and cut back overgrowth only on request and additional payment by City.)

2. May – August — mow, weed-eat, remove trash and litter.

3. Sept. – Dec. — mow, weed-eat, remove trash and litter.

B. Ancillary Services -

1 Monthly — remove trash & litter; by "Contractor-initiated inspections."

2. Daily. — Monday to Friday; "On Call" to respond to customer complaints and work orders from City to remove trash and litter. There will be a maximum of 24 call outs, which are in addition to the Contractor initiated inspections mentioned in 2.07B1. These ancillary services are part of the monthly service fee as proposed. Additional call outs above the 24 per year shall be charged at the proposed rates herein.

2.09. Standards of Service – Railroad Rights of Way

The City desires to maintain these properties in a condition suitable for their intended use and at a level acceptable to community standards. Although this maintenance agreement is considered to be

a year round monthly contract, the contractor may be called upon to perform service on a daily basis. The following maintenance schedule is provided as an **example**. The City and the Contractor will determine the final schedule.

A. Primary Service – mow the rights of way monthly. Mow, weed-eat, remove trash and litter. Work is to be completed by section (i.e. Contractor will service both sides of the railroad tracks in a given section.)

B. Ancillary Services -

1. Weekly — remove trash & litter; "Contractor Initiated Inspection", especially near rail crossings.

2. Daily. — Monday to Friday; "On Call" to respond to customer complaints and work orders from City to remove trash and litter. There will be a maximum of 24 call outs, which are in addition to the Contractor initiated inspections mentioned in 2.08B1. These ancillary services are part of the monthly service fee as proposed. Additional call outs above the 24 per year shall be charged at the proposed rates herein.

2.10. Standards of Service – Other Rights of Way

The City desires to maintain these properties in a condition suitable for their intended use and at a level acceptable to community standards. Although this maintenance agreement is considered to be a year round monthly contract, the contractor may be called upon to perform service on a daily basis. The following maintenance schedule is provided as an **example**. The City and the Contractor will determine the final schedule.

C. Primary Service – mow the rights of way monthly. Mow, weed-eat, remove trash and litter. Work is to be completed by section (i.e. Contractor will service both sides of the railroad tracks in a given section.)

D. Ancillary Services -

1. Weekly — remove trash & litter; "Contractor Initiated Inspection", especially near rail crossings.

2. Daily. — Monday to Friday; "On Call" to respond to customer complaints and work orders from City to remove trash and litter. There will be a maximum of 24 call outs, which are in addition to the Contractor initiated inspections mentioned in 2.08B1. These ancillary services are part of the monthly service fee as proposed. Additional call outs above the 24 per year shall be charged at the proposed rates herein.

2.11. Dumping

The Contractor shall be responsible for removing debris caused by illegal dumping for up to 30 cubic yards per location per event. For estimating purposes, the ditch will be 1 to 3 times a month and the railroad right of way will be 3 to 5 times per month. The expectation is if the property is well maintained and kept free of trash and litter by the Contractor's monthly inspections and the 24 call outs, this will discourage dumping activity. Services may require an occasional separate trip with the bobcat and dump truck to remove debris. **These costs should be included in the monthly service fee.**

9625 turf grass ditch (7/12)

In the event the City exceeds the 24 call outs per twelve month period, and/or the single location dumping event exceeds 30 cubic yards, with City authorization, the City and contractor shall determine a time and materials price to remove the dumping debris based on the hourly rates below.

2.12. Additional Items/Duties

A. All services detailed above shall be provided at the monthly rates proposed.

B. From time to time, the City may request additional services such as vacant lot mowing, Code Enforcement clean ups, rights of way mowing, trash removal, tree trimming and call outs that exceed the maximum of 24 stated in paragraphs 2.08B2 and 2.09B2 above. Bidders will quote an hourly rate for each type of labor and each type of equipment with operator listed on the bid proposal pages. **Bidders must fill in all spaces related to labor and equipment pricing. Failure to do so may result in rejection of the bid.**

Time & Material may be calculated on intervals of 15 minutes, 30 minutes, 45 minutes and 60 minutes as agreed to by City and Contractor.

There shall be no additional charges for Management time to conduct meetings with City Officials, job site inspections or performing work estimates. Rework shall be done at the Contractor's expense.

C. NOTE: The equipment charges shall include the provision of an operator. The City WILL NOT pay an hourly rate for a piece of equipment and an hourly labor rate for the operator.

D. List of additional services and equipment:

LABOR CHARGE (0nly)

01. Hourly unskilled Labor Rate (Litter pick up, raking, broom, etc)	Cost per hour
02. Hourly skilled Labor Rate Foreman/Crew Leader	Cost per hour

EQUIPMENT CHARGE, **with operator**

03. Hourly Tractor/Bushhog Mower Rate	Cost per hour
04. Hourly Power Mower Rate	Cost per hour
07. Hourly Weedeater Rate	Cost per hour
08. Hourly Blower Rate	Cost per hour
09. Hourly Chain Saw Rate	Cost per hour
10. Hourly Bob Cat with Trailer Rate	Cost per hour
11. Hourly Dump Truck Rate (minimum 6 cubic yards)	Cost per hour

YOU MUST QUOTE ON ALL ADDITIONAL ITEMS

9625 turf grass ditch (8/12)

IN ORDER TO BE CONSIDERED FOR AWARD.

2.13. Definitions

A. High Grass: grass growth is above 12-16 inches
B. Mowing: grass to be maintained below high grass level.
C. Trimming: trees, brush, foliage maintained at a minimum height of 6 feet in locations as determined by the City.
D. Trash: maintained free of trash, rubbish and debris, tires, white goods, furniture, clothing, tree limbs, etc. remove objects dumped by a third party, maintaining a clean and neat appearance.
E. Hazardous Waste: paint, thinner, chemicals, propane tanks, explosives, biohazardous waste, etc.

2.14. Job Completion Notice

The City and the Contractor will develop a monthly maintenance schedule. The Contractor will be responsible for notifying the City's Field Supervisor (name and phone number to be provided) for final inspection upon the completion of scheduled work. The City's Field Supervisor will approve the contractor's monthly invoice for payment, including any disposal charges and charges for additional work requested by the City. Monthly invoices shall be submitted no later than the 15th day of the following month.

2.15. Disposal Sites

A. Only city authorized and licensed disposal facilities shall be used. City and Contractor shall agree on the method of disposal at the beginning of the contract.

B. The City shall seek the most efficient and low cost disposal option in Broward County and the Contractor shall agree to support the best option on the city's behalf.

C. The Contractor will pay disposal charges and be reimbursed by the City. Contractor shall submit official copies of weight tickets for disposal charges issued by disposal sites with the monthly invoice. There will be no Contractor mark up paid on disposal charges.

D. If warranted, the City shall pay contractor a maximum of one (1) hour of labor and one (1) hour of equipment (truck) roundtrip to transport material to a disposal site located <u>more than</u> ten miles from job site. (For example, the landfill located in Pompano Beach). There shall be no additional add on charges for disposal transportation under 10 miles from job site.

E. If in the best interest of the City, and the City agrees, the Contractor may use a private dumpster at place of business and reimbursement arrangements will be established.

F. If warranted, the City may supply and the Contractor agrees to use City supplied dumpsters. Contractor shall make every effort to support disposal options that are in the best interest of the city.

2.16. Disposal Methods

A. Small tree trimmings and vegetation shall be mulched by the bush hog mower and left on site.

9625 turf grass ditch (9/12)

B. Major tree trimmings shall be cut and transported to the disposal facility. If the tree trimmings are chipped, the chips may be spread and left on site with the authorization of the City's Field Supervisor.

C. Bulk Trash and Construction/Demolition material shall be transported to a licensed disposal facility. This includes tires, roofing material, white goods such as refrigerators, a/c units, water heaters, etc.

D. Material that has been illegally dumped by a third party shall be removed. This may require the use of a Bobcat-type machine.

E. Hazardous Waste - The Contractor will notify the City's Field Supervisor immediately upon the discovery of any hazardous waste such as paint, chemicals, etc. The City will be responsible for its removal.

2.17. Customer Service

The City's Sanitation Division takes great pride in, and is strongly committed to, offering a high level of customer service to City residents. All Sanitation Contractors are expected and required to offer our customers a matching level of quality service, at a minimum.

The Public Works Department's 24-hour Customer Service Center will provide information to, and receive complaints from, City customers. A Customer Service Representative will telephone or fax the Contractor's main office to communicate complaint information. The Contractor will make every effort to respond to customer complaints within 24 hours or on Monday morning if the complaint is received on Saturday or Sunday. The Contractor will contact customer service by telephone or return fax within 48 hours of receiving the complaint in order to update the City's record and close out the work request. If the Contractor does not satisfy a complaint within the time specified, the Public Works Department will take corrective action. Any cost incurred by the City to satisfy contractor's responsibilities will be charged to the Contractor and deducted from the monthly invoice. Such recovered costs shall be considered as liquidated damages.

2.18. 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.

2.19. Damage to Public and/or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, 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.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

2.20. Contract Coordinator

9625 turf grass ditch (10/12)

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.

2.21. 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.

2.22. Deletions or Modification of Services

The City reserves the right to delete any portion of this Contract at any time without cause. If the City exercises such right, the total fee shall be reduced in the same ratio that 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.

2.23. Additional Locations

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 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.

2.24. Liquidated Damages

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

The City's Field Supervisor, 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 fails to perform the services within the time specified in the contract, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall be subject to a deduction from the monthly invoice of 10% 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."

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Field Supervisor, or designee, shall likewise result in the deduction of 10% 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 amounts herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

2.25. 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.

GENERAL QUESTIONAIRE

Complete the following:

Contact Name: _____ Phone: _____

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

_____ Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank) _____

Total Bid Discount (Section 1.04 of General Conditions): _____

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

e Yes e No _____ Other

State or reference any variances (section 1.06 of General Conditions):

1. Have you made a site visit? e Yes e No
2. Do you meet the experience requirements of paragraph 1.05 of the Special Conditions?

   e Yes e No
3. Do you have the financial and operational resources to perform service as requested?

   e Yes e No
4. Number of years experience the proposer has had in providing similar services:
   _____ Years
5. Attach a listing of the equipment available to perform the normal services listed in the specifications.
6. Indicate the number of personnel in each category:

   _____ Supervisors _____ Workers
7. Describe the last project of this nature that you completed:

8. List any licenses/permits, etc. you hold for performing this type of work:

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

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

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

11. Additional Items/Duties (Reference paragraph 2.12): You must quote on all additional items in Group 4 in order to be considered for award.

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

Please review the questionnaire to make sure all questions have been answered. Attach additional

sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

Other comments?

FEC–LEASE.dwg Wed Jun 22 2005 – 10:07a ramonc

CAD FILE NO. FEC–LEASE.DWG	SHEET NO.: 1	NO. OF SHEETS: 2	PROJECT # F.E.C. RIGHT OF WAY LEASE OF SPACE FOR BEAUTIFICATION PLAN
FILE NO.			

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

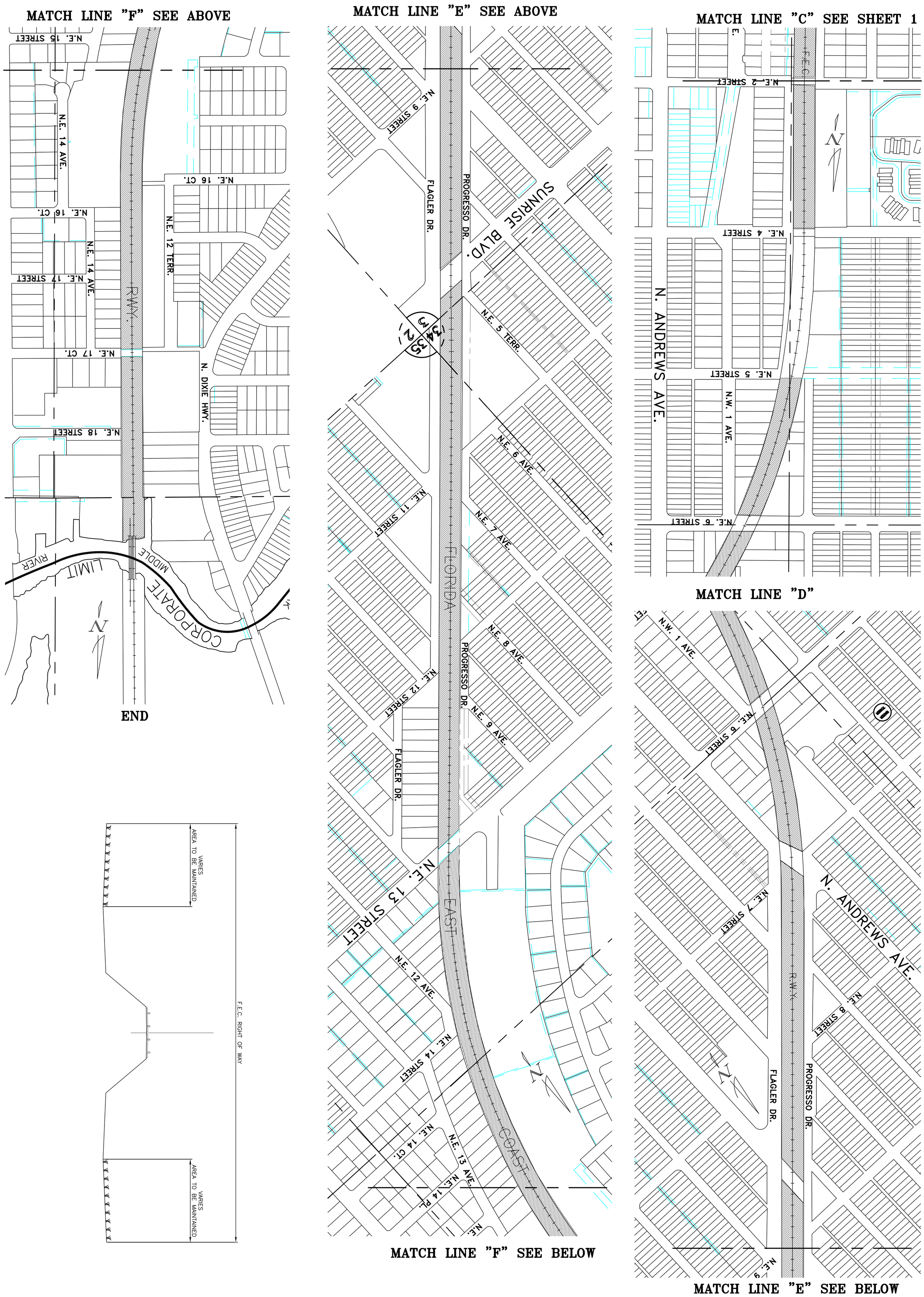
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
FORT LAUDERDALE, FLORIDA

DRAWN BY: R.C.	SCALE: 1" = 200'
DESIGNED BY: R.C.	DATE: JULY '05
CHECKED BY:	FIELD BOOK:

FINAL APPROVAL

FLA. REG. ENG. NO.

FEC–LEASE.dwg Wed Jun 22 2005 – 10:07a ramonc



PROJECT #	NO. OF SHEETS: 3	SHEET NO.: 2	CAD FILE NO. FEC–LEASE.DWG
F.E.C. RIGHT OF WAY			FILE NO. 04–000–00
LEASE OF SPACE FOR BEAUTIFICATION PLAN			

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

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PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP/ITB. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

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

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?

MBE e WBE e

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP/ITB, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP/ITB.

Variances:

NON-COLLUSION STATEMENT:

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

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

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

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

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.3. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME	RELATIONSHIPS

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