CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

573-9786

TURF GRASS MAINTENANCE - RIVERWALK

AnnDebra Diaz

954-828-5949

Bid 573-9786
TURF GRASS MAINTENANCE - RIVERWALK

Bid Number	573-9786
Bid Title	TURF GRASS MAINTENANCE - RIVERWALK
Bid Start Date	Jun 1, 2007 12:56:33 PM EDT
Bid End Date	Jun 21, 2007 2:00:00 PM EDT
Question & Answer End Date	Jun 14, 2007 2:00:00 PM EDT
Bid Contact	AnnDebra Diaz Procurement Specialist II Procurement 954-828-5949 adiaz@fortlauderdale.gov
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	90 days
Bid Comments	The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to furnish all labor, management, materials, and equipment to provide turf grass maintenance services in the locations identified for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). YOU MUST BID ON ALL LOCATIONS TO BE CONSIDERED FOR AWARD. PRICES ARE PER SERVICE. MOW AND EDGE SERVICE: 42 SERVICES PER YEAR(APRIL 1 - OCTOBER 31 @ 7 DAYS; NOVEMBER 1 - MARCH 31 @ 15 DAYS)

Item Response Form

Item	573-9786-1-01 - COOLEY'S LANDING PARK & MARINA
Quantity	42 service
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 42

Description
COOLEY'S LANDING PARK AND MARINA, 450 SW 7TH AVE (LOCATED AT SW 7 AVE & SW 4 CT)

APPROX SQ. FT. = 33,690

Item 573-9786-1-02 - ART & SCIENCE PARKING AND VALET LOTS
Quantity 42 service
Unit Price
Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 42

Description
ART & SCIENCE PARKING AND VALET LOTS, FROM SW 7 AVE & SW 2ND ST TO SW 5 AVE (INCLUDING SWALE AREA OUTSIDE OF FENCE AND PERIMETER ON NORTH & EAST SIDES OF BROWARD BLVD. & SW 5 AVE)

APPROX SQ. FT. = 11,295

Item 573-9786-1-03 - ESPLANADE PARK
Quantity 42 service
Unit Price
Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 42

Description
ESPLANADE PARK, 400 SW 2 ST (SW 5 AVE & SW 2 ST)

APPROX SQ. FT. = 35,575

Item 573-9786-1-04 - RIVERWALK LINEAR PARK
Quantity 42 service
Unit Price
Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 42

Description
RIVERWALK LINEAR PARK, 20 N. NEW RIVER DR. NORTH SIDE OF NEW RIVER FROM WEST LAS OLAS BLVD TO SE 4 ST & SE 5 AVE (INCLUDING SWALE AT PERFORMING ARTS CENTER AND ALSO INCLUDES SWALE ON WEST SIDE OF SE 3 AVE RAMP)

APPROX SQ. FT. = 45,500

Item 573-9786-1-05 - HUIZENGA/DDA PLAZA
Quantity 42 service
Unit Price
Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 42

Description

HUIZENGA/DDA PLAZA, 32 E. LAS OLAS BLVD.

APPROX. SQ. FT. = 74,560

Item	573-9786-1-06 - HISTORICAL SOCIETY BLDGS
Quantity	42 service
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 42

Description
HISTORICAL SOCIETY BLDGS, 219 - 231 SW 2 AVE UP TO AND INCLUDING REPLICA SCHOOL HOUSE AT CORNER OF SW 3 AVE

APPROX. SQ. FT. = 3,100

Item	573-9786-1-07 - MARSHALL POINT
Quantity	42 service
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 42

Description
MARSHALL POINT, LOCATED ON SOUTH SIDE OF NEW RIVER FROM UNDERNEATH SW 7 AVE/SW 4 AVE BRIDGE TO SW 4 AVE & SW 4 CT

APPROX. SQ. FT. = 14,130

Item	573-9786-1-08 - RIVERWALK SOUTH, SO. NEW RIVER DRIVE
Quantity	42 service
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 42

Description
RIVERWALK SOUTH, SO. NEW RIVER DRIVE, SWALES & ROWS ON SOUTH SIDE OF NEW RIVER FROM SE 6 AVE TO SW 1 AVE (INCLUDING PARKING LOT PERIMETERS AT SE 1 AVE & SO. RIVER DR.; SW 1 AVE & S. NEW RIVER DRIVE; AND, IMPROVED SOD AREAS LOCATED ON SOUTH SIDE OF PAVERS AT SMOKER PARK)

APPROX. SQ. FT. = 12,000

Item	573-9786-1-09 - US 1 TUNNEL TOPS/SE 6 AVE
Quantity	42 service

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 42

Description
US 1 TUNNEL TOPS/SE 6 AVE, MEDIANS ON SOUTH SIDE OF NEW RIVER AT NO. RIO VISTA TO NEW RIVER

APPROX. SQ. FT. = 25,835

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.

INVITATION TO BID #573-9786

Turf Grass Maintenance - Riverwalk

PART I - INFORMATION/SPECIAL CONDITIONS

1.01 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to furnish all labor, management, materials, and equipment to provide turf grass maintenance services in the locations identified for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

1.03 TRANSACTION FEES

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 the solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that the licensed company and its principals have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

Bids will be considered only from firms that have been continuously engaged in providing services similar to those specified herein for two or more years; are presently engaged in the provision of these services; and, possess and maintain current State of Florida licensing, including a Pest Control Business License.

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.

1.05 CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or 8/2/07, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for four additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.06 AWARD

Bidder will quote a firm, fixed cost for each location listed 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 in order to be considered for award.**

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

1.07 WARRANTIES 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.

1.08 CONTRACT COORDINATOR

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

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

1.09 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 rating as follows:

Excellent	Exceeds requirements.
Good	Meets requirements
Fair	Barely meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or

cancellation for cause provisions of the contract.

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

1.10 COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

1.11 FUEL ADJUSTMENT

If, during the contract period, the price of fuel is increased 10% over the price of fuel in effect at the time the Contractor submitted his bid, the Contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted in writing to the Director of Procurement Services, City of Fort Lauderdale, FL, at least fifteen (15) days prior to the effective date.

The written request must be accompanied by documentation supporting the Contractor’s claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of supply at the time the bid was submitted, the current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs. In addition, the Contractor must provide a letter from his normal supplier verifying the information provided on the bid sheet.

In the event the City does not accept the price revision request, written notice will be sent to the Contractor by the Director of Procurement Services and the contract will be deemed terminated as of the close of business thirty (30) days from the date of the notice. In the event of a price increase approval, the new price(s) shall apply only to orders placed after the date of written acceptance by the City. Any orders placed prior to the effective date of the increase, but not invoiced, will be invoiced at the prices in effect at the time the order was placed.

If, during the contract period, the cost of a fuel is decreased by 10% below the price of fuel in effect at the time the Contractor submitted the bid, the Contractor is required to extend to the

City a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the fuel price decrease. The data and procedure applicable for a price increase will be used for a price decrease. The City will give the Contractor fourteen (14) days written notice of the date a price decrease is to go into effect.

1.12 INVOICES/PAYMENT

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.

Each invoice shall fully detail the service locations, number of services rendered, and all related costs. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the percentage of work completed.

1.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.14 ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method that is the same or similar to that used in establishing the prices in his Bid. Such bid prices shall include the cost of time, labor and materials (TM) to perform the service. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.15 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained

in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

1.16 SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

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.

1.17 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

1.18 SUBCONTRACTORS

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

1.19 INSURANCE

The Contractor shall furnish proof of Worker’s 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 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 (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage - $1,000,000.

This coverage must include:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract 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

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.20 INSURANCE - SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

1.21 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.22 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

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

1.23 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

1.24 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

All repairs of broken irrigation lines and systems must be performed by a licensed Lawn Sprinkler Plumber licensed in Broward County to install, maintain, repair, alter and extend lawn sprinkler systems and equipment.

1.25 INDEMNITY/HOLD HARMLESS

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 this bidding process. Without limiting the foregoing, any and all such claims, suits, or other 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.

1.26 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.27 LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, 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/documents/lobbyistDocs/lobbyistord1009.pdf .

1.28 BID TABULATIONS/INTENT TO AWARD

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

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 GENERAL INFORMATION/INTENT

The successful bidder, as Contractor, shall furnish all labor, management, supervision, trucks, tractors, mowers, edging equipment, gas, oil, safety equipment, hand trimmers, or any other equipment necessary for debris pickup, 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 must be included with the submission this Invitation to Bid (ITB).

2.02 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall notify the Contract Administrator in the event of scheduling delays, changes, or comments/complaints received from the general public.

B. Contractor shall provide sufficient manpower so as to perform safe, thorough and expeditious work.

C. Contractor’s employees shall present a neat, clean, well groomed, appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on City property.

D. All vehicles shall be plainly marked with the company name.

E. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

F. All work shall be performed no earlier than 7 a.m. and no later than 6 p.m., every workday. Exceptions to this schedule can only be made with the prior approval of the Contract Administrator.

G. The Contractor shall have their crew supervised by a qualified foreman. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this proposal.

H. Management or supervisory personnel must be made available at all times. The Contractor shall provide the Contract Administrator with a list of all supervisory personnel assigned to this contract. This list shall include the names and emergency telephone, cellular or beeper numbers of supervisory personnel who are assigned to this Contract. The Contractor shall be responsible for keeping this list up to date during the Contract’s term.

I. The Contractor’s materials and equipment shall be well marked and easily identifiable. No materials or equipment shall left on site overnight unless prior arrangements and approval has been obtained from the Contract Administrator.

J. The Contractor's equipment shall be maintained in good, safe operating condition.

K. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

L. As determined by the Parks & Recreation Director or his designee, Contractor shall repair or replace, at his own expense, any City property damaged by the Contractor's employees. This shall include, but is not limited to damaged trees, turf grass, plant material.

M. The Contractor shall repair, at his own expense, damage caused to the City's irrigation systems and any of its components. A licensed irrigation repairman, licensed to perform repairs in Broward County, must perform all repairs.

2.03 SCOPE OF WORK

A. The Contractor shall not mow over litter and must clean the areas of all debris prior to servicing removing from the site any debris, palm fronds, branches or any other items. All clippings, trimmings, branches, etc., 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 without prior authorization.

B. 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.

C. 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.

D. Branches or debris placed by local residents for bulk disposal or as a result of storm damage are not the responsibility of the Contractor.

E. The Contractor shall notify the Contract Administrator (or designee) of any illegally dumped building debris, yard waste or storm damage including, but not limited to, furniture, mattresses, construction debris and miscellaneous refuse. Upon obtaining the authorization of the Contract Administrator, Contractor may remove and dispose of such debris utilizing the bulk trash removal rate quoted. Bid prices quoted should include the removal and disposal of such items. Bulk trash items shall not be deposited into any City or privately owned trash receptacles or dumpsters without the authorization of the Contract Administrator.

F. The Contractor shall also remove debris and litter from all areas including any obstructions such as hedges, plant beds, signs, posts, fences, poles, trees, walls, sprinkler heads, etc., with every service.

G. 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.

H. Contractor may use a blower to clear sidewalks, pathways roadways or walkways of leaves and similar obstructions. Contractor shall not operate a blower before 7:00 am. Contractor shall ensure that leaf pilings are raked and properly disposed of.

I. 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.

J. 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 tree trunks or any plant material.

K. The Contractor shall ring around the sprinkler heads, valve and irrigation boxes with a blade-edger to allow for proper operation of sprinkler systems and prevent plant material encroachment with every service.

L. The Contractor shall ring around trees with a blade-edger with every service.

M. The Contractor shall mow turf areas to 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 or choppy sections of turf are unacceptable.

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’’ from the trunk of the tree.

P. 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.

Q. If weed control is required, a weed control service will include the manual removal of all weeds, invasive species and foreign growth from any plant beds, flowerbeds and shrubs as well as any area devoid of grass. All plant growth found 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.

R. If hedge trimming is required, hedges must be trimmed to ensure they are uniform and neatly maintained. Heights for the different locations may vary. 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.

S. If mulching is required, contractor shall maintain a 3” deep mulch band around plant beds, in between plants, and pull away from tree trunks. All mulch utilized must meet the approval of the Contract Administrator or designee. Contractor shall restore mulch to a 3” depth twice per year.

T. If the removal of coconuts is required, pruning must be performed by a Broward County Certified Professional in accordance with pruning and arboricultural standards. Contractor shall ensure the coconuts are safely removed from the coconut palms and are properly discarded and disposed of, not in any City or privately owned dumpsters. Care must be taken to utilize sharp and safe equipment and to not cause damage to tree trunks, pedestrians or any plant material below.

U. If Weed & Feed herbicide applications are required on broadleaf turf-grass, the service must be performed by a licensed herbicide applicator. Contractor must possess a current certified Pest Control Business License (See Paragraph 1-17, Eligibility Requirements).

V. If the removal of storm damage, limbs and/or bulk trash debris is required, Contractor must provide a receipt from certified landfill, unless the City makes a dumpsite available for use by the Contractor.

2.04 SERVICE FREQUENCY

(**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 (5x4=20)

4 services per month May, July, and September (4x3=12)

Winter Schedule (November 1st - March 31st) 2 services per month @ 15 days apart (5x2=10)

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.

2.05 SAFETY

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. In the event any damage is done to City property, caused by Contractor's personnel, the Contractor shall notify the Contract Administrator, NO LATER THAN THE NEXT WORKING DAY. If the Contractor has not repaired or replaced damaged property within 48 hours, the City reserves the right to correct the situation and deduct all charges from the Contractor’s invoice(s).

Contractor must exercise extreme caution and discernment when operating equipment or vehicles near pedestrians and when maneuvering through crowds when present. The Contractor shall adhere to the Florida DOT’s Uniform Manual on Traffic Control for maintenance work zones and all applicable Department of Agriculture, OSHA, and US regulations. It will be the sole responsibility of the Contractor to familiarize himself and his employees with these provisions.

All Contractor vehicles must be properly parked in observance of all regulatory signs and street markings. The Contractor shall also comply with all Federal, State and local laws, codes, rules and regulations that govern and control the operations of this proposal.

2.06 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.

2.07 JOB COMPLETION NOTICES

The Contractor shall be responsible to submit to the Parks Division Contract Administrator, AFTER EACH WORK DAY, Job Completion Notices, detailing those areas completed and service times for the current or previous workday. Contractors may fax completion notices to (954) 828-5717 or send via e-mail to grivera@fortlauderdale.gov. Completion Notices may also be hand-delivered to the Parks & Recreation Administrative Offices located at 1350 West Broward Blvd., Fort Lauderdale Attention: Contract Administrator. The normal hours of operation are 8:00 am to 5:00 p.m.

The City reserves the right to negotiate with the successful bidder as to the time interval allowed for deposit of these Job Completion Notices. In no case however, shall submission of the required notices exceed a forty-eight (48) hour or two (2) workday time period.

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

2.08 LIQUIDATED DAMAGES

Failure of the Contractor to perform as described, or to 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.

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 immediately or no later than the following day. These corrections must be completely performed in accordance with the specification requirements, if not, a deduction for the total cost for that location will be deducted from the Contractor's monthly invoice.

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."

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall result in the deduction of the total cost for that service. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

2.09 SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission as a detailed description, concerning any specific detail shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

BIDDER PROPOSAL PAGE Bid # 573-9786

BIDDER NAME _____
Bidder agrees to supply the services at the prices bid below in accordance with the terms, condititions, and specifications contained in this ITB. (Note: ROWS = right of way)

	Group SW 1: Riverwalk (A mode) (Mow and Edge Service Only)	**Approx. Sq. ft.**	**Price per Service**
SW 1 – A mode (42 services per year) **April 1 – Oct 31 @ 7 days / Nov 1 – Mar 31 @ 15 days**			
	Cooley's Landing Park & Marina 450 SW 7 Ave (Located at SW 7 Ave & SW 4 Ct)	33,690	
	Art & Science Parking and Valet Lots From SW 7 Ave & SW 2 St to SW 5 Ave (Including swale area outside of fence and perimeter on north & east sides of Broward Blvd & SW 5 Ave)	11,295	
	Esplanade Park 400 SW 2 St (SW 5 Ave & SW 2 St)	35,575	
	Riverwalk Linear Park 20 N. New River Dr. North side of New River from West Las Olas Blvd to SE 4 St & SE 5 Ave (including swale at Performing Arts Center and also includes swale on west side of SE 3 Ave ramp)	45,500	
	Huizenga/DDA Plaza 32 E. Las Olas Blvd.	74,560	
	Historical Society Bldgs 219 – 231 SW 2 Ave up to and including Replica School House at corner of SW 3 Ave	3,100	
	Marshall Point Located on South Side of New River from underneath SW 7 Ave/SW 4 Ave bridge to SW 4 Ave & SW 4 Ct	14,130	
	Riverwalk South, So. New River Drive Swales & ROWS on South side of New River from SE 6 Ave to SW 1 Ave (including parking lot perimeters at SE 1 Ave & So. River Dr.; SW 1 Ave & S. New River Drive; and, improved sod areas located on south side of pavers at Smoker Park)	12,000	
	US 1 Tunnel tops/SE 6 Ave Medians on South side of New River at No. Rio Vista to New River	25,835	

A Mode – Mow and Edge Service Total $_____ x 42 services/year = $_____Annually

Additional Service Items

You must provide a quote including time & materials (TM) for each item listed below (See Paragraph 1.14).

1. **Price per square foot for any mowing service locations added to an A Mode group.**

   $_____ /sq. ft.

2. **Price per square foot for hedge trimming added to contract.**

   $_____ /sq. ft.

3. **Price per yard for removal and dumping of storm damage and debris, limbs or bulk trash items.**
   Hauling and Disposal (receipt from certified landfill must be submitted).

   $ _____ /yard

   $ _____ /yard hauling only (City to provide dump site)

4. **Price per square foot for mulching of plant beds.**

   $ _____ /sq. foot of plant bed

5. **Price per square foot for Weed & Feed herbicide application on broadleaf turf grass by licensed herbicide applicator (See Paragraph 1.04).**

   $ _____ /sq. ft.

6. **Price per palm for the removal and disposal of coconuts.**

   $_____ / palm tree

7. **Price per square foot for the manual removal of weeds and foreign growth from plant beds, shrubs, pavers and sidewalks.**

$ _____ /sq. ft.

Questionnaire

1. Have you or an authorized member of your company inspected the areas under consideration for award of contract prior to submitting this bid proposal?
   ☐ Yes ☐ No

2. Provide three references (not relatives) for which you have performed similar work. (See Eligibility Requirements Sec. 1.04)

   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:** _____

3. Number of years experience this company has been in operation providing similar services:
   _____ Years

   Describe the most recent project of this nature you have completed.

4. Please indicate the number of employees available to perform the requirements of this contract:
   _____ Workers and _____ Supervisors

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

6. How soon after award can you begin work? _____ Days

7. List any licenses, permits or certifications, etc., you hold for performing this type of work:

9. Do you have Workman's Compensation Insurance?
☐ Yes ☐ No

10. Do you have a Pest Control Business License issued by the Agriculture & Consumer Services Bureau of Entomology & Pest Control?
☐ Yes ☐ No

11. Are you licensed as a Lawn Sprinkler Plumber licensed to install, maintain, repair, alter and extend irrigation systems in Broward County?
☐ Yes ☐ No

12. Do you have the required liability insurances and will you furnish an original certificate with the City named as additionally insured prior to the commencement of any contract work?
☐ Yes ☐ No

13. Are you certified in Broward County as an ISA Arborist?
☐ Yes ☐ No

14. A general listing of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract must be provided. Include make, model and year of manufacture.

FUEL ADJUSTMENT CONTINGENT: The following information is required as a basis for any fuel adjustment claim that may be made by the Contractor during the contract period. Please complete:

A. Type of fuel used: _____

B. Price per gallon at the time of bid submission:

C. Name & address of fuel supplier:

IMPORTANT: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A LETTER FROM HIS SUPPLIER VERIFYING THE ABOVE INFORMATION.

D. Percentage (%) of final product/service cost attributable to fuel cost: %
The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided incorrect information.

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,

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

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

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

NAME	RELATIONSHIPS

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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

Please Note: If responding to this solicitation through 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.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

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

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

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

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

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

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in 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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:

Questions and Answers

Question

Is the price per service suppose to include mulching twice per year and cutting of the hedges. Also, how often are the hedges to be cut. Is fertilizing also suppose to be included in per service price if so how many times per year is that called for.

Thanks (Submitted: Jun 1, 2007 2:23:55 PM EDT)