

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

532-11263

**Exotic/Nuisance Vegetation & Debris Removal,
Parcel 21B, Lots 20 & 21**



AnnDebra Diaz

954-828-5949

Bid 532-11263

Exotic/Nuisance Vegetation & Debris Removal, Parcel 21B, Lots 20 & 21

Bid Number 532-11263
 Bid Title Exotic/Nuisance Vegetation & Debris Removal, Parcel 21B, Lots 20 & 21

Bid Start Date Jul 22, 2013 4:33:27 PM EDT
 Bid End Date Aug 13, 2013 2:00:00 PM EDT
 Question & Answer End Date Aug 7, 2013 5:00:00 PM EDT

Bid Contact AnnDebra Diaz
 Procurement Specialist II
 Procurement
 954-828-5949
 adiaz@fortlauderdale.gov

Contract Duration 2 years
 Contract Renewal Not Applicable
 Prices Good for 120 days

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide removal of exotic plant species and disposal of existing undergrowth/litter/refuse for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

Item Response Form

Item 532-11263--01-01 - Exotic/Nuisance Vegetation & Debris Removal, Parcel 21B, Lots 20 & 21
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Vendor shall provide lump sum total as detailed in Exhibit A.

ITB # 532-11263**TITLE: Exotic/Nuisance Vegetation & Debris Removal, Parcel 21B and Lots 20 and 21****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide removal of exotic plant species and disposal of existing undergrowth/litter/refuse for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit scheduled. It is strongly suggested that all Contractor's visit the site to review site conditions, staging, access, volume of vegetative matter and debris to be removed, and native vegetation to be preserved. See location map for location overview and access.

While a site visit is not required, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must

demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, have a certified arborist assigned to this project and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

Pricing provided shall be all-inclusive for the entire project for the two (2) contract years. There shall be no additional charges and the City shall not pay for mobilization, demobilization, equipment transport, fuel, fuel surcharges, disposal, disposal fee increases, travel time, wait time, labor or insurance increases, including any other charges not listed herein except as contained within the contract.

It is required that the Contractor furnish modern, well maintained equipment and highly skilled well trained employees in order to provide prompt and efficient service to the City. Equipment breakdown, labor issues, disputes, and/or accidents will not be accepted as a condition to increase project costs.

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

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

The City 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 solicitation.

09. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 07/13 (GC) are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith,

without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. **CONTRACT PERIOD**

The contract term shall commence upon date of award by the City and shall expire two (2) years from that date.

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

15. **SERVICE TEST PERIOD**

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

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

16. **CONTRACT COORDINATOR**

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

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

17. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

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

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

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

18. **INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

19. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

20. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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

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

21. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the 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 services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

22. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

23. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

e. Independent Contractors

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Sudden and Accidental Pollution

Policy Limit:	\$1,000,000
---------------	-------------

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

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

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

24. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all 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, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

25. INSURANCE – SUB-CONTRACTORS

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

26. 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.

27. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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

28. 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.

29. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

30. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the

City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

31. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

32. BID TABULATIONS/INTENT TO AWARD

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

33. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE OF SERVICES

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified companies, hereinafter referred to as the Contractor, to provide tree trimming and removal services and site clearing and maintenance services, including the following:

1. Dispose of all litter/debris/refuse on Parcel 21B, Lots 20 and 21.
2. Remove/mulch/grind and herbicidal treatment of all exotic and nuisance vegetation on Parcel 21B, Lots 20 and 21. Provide ongoing maintenance control to eliminate regrowth of exotic/nuisance vegetation.
3. The described work that is the focus of this contract shall be conducted in accordance with the following exhibits that are part of this bid and contract:
 - Exhibits:
 - a. Schedule of Prices Bid
 - b. Summary of Work / General Specifications
 - c. Nuisance and Exotic Removal and Maintenance specifications
 - d. Location Map

02. AREAS OF WORK

The work to be performed shall be within the following areas:

Fort Lauderdale Executive Airport Parcel 21B (approximately 6 acres) located at approximately 5103 NW 21st Avenue in the City of Fort Lauderdale, Broward County, Florida. See attached location map for project location.

Fort Lauderdale Executive Airport Lots 20 and 21 (approximately 5.5 acres) located at 6300 NW 21st Avenue in the City of Fort Lauderdale, Broward County, Florida. See attached location map for project location.

03. PROJECT INTENT

The intent and scope of this project is to provide removal and treatment of exotic plant species, and disposal of existing undergrowth vegetation/litter/refuse in Parcel 21B and Lots 20 and 21.

04. EROSION CONTROL

Prior to any clearing activity the CONTRACTOR shall provide necessary truck wash down or other appropriate measures to keep public roads free of mud, dirt, vegetation, debris or any other affiliated material associated with the work of the CONTRACTOR. Any staging and access may be required to have appropriate erosion control at no additional cost to CITY. As work progresses, the CONTRACTOR shall check the sedimentation controls daily and repair them as necessary to keep them in good functioning order. The contractor shall protect inlets and other site appurtenances from sedimentation using protection as detailed in FDOT Index 102. CONTRACTOR shall not alter or create any soil disturbing activity.

05. POTENTIAL STAGING AND ACCESS

Contractor may stage equipment (during construction period only) in an appropriate area subject to approval by requesting in writing to the City, County, or City's Representative. No staging of equipment will be allowed in the natural resource or vegetated areas. Staging will be limited to the cleared section of Parcel B for lots 20&21 and the open grassy area on Parcel 21B. The CONTRACTOR shall schedule and perform work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking lots, paths,

waterways, and utilities. At their own expense, CONTRACTOR is responsible for securing a Maintenance of Traffic Plan Permit per FDOT District IV and any other required FDOT or CITY permits involving equipment on roadways.

06. SCHEDULE

Contractor shall comply with the following duration (from notice to proceed):

- Removal of exotic plant species, disposal of existing undergrowth vegetation/litter/refuse— 8 weeks

Contractor shall coordinate with the CITY and/or CITY's REPRESENTATIVE for a project kickoff upon the notice to proceed, for the contractor to provide schedule and other items required in the specifications.

07. REQUIRED RESOURCES

Contractor must own, rent, operate and have available for use the items below for performing the required work including qualified personnel knowledgeable in native tree identification. This list is not intended be an all-inclusive list of equipment but examples of what we feel will be needed to accomplish the work. Contractor to provide at the time of bid:

- Two project references for work of similar nature
- List of equipment and machinery available to contractor and whether it is owned by contractor or will be rented specifically intended to be utilized on this project.
- List of specific machinery meeting the specification restrictions
- Description of intended methodology.
- Specific personnel proposed for exotic removal operations and their specific experience with native vs. exotic tree awareness and identification
- Licenses and certification (Broward County trimmer's license and certified arborist)

Exhibit A – SCHEDULE OF PRICES ITB 532-11263

Item #	Item	Payment Type	Units	Unit Price	Total
1	Permit allowance (tree removal / fence permit)	Allowance	n/a	n/a	\$10,000
2	Nuisance exotic vegetation clearing/mulching/grinding, rubbish, debris removal and under growth clearing in Parcel 21B and Lots 20 and 21 and initial herbicidal treatment	LS	1		
3	Quarterly maintenance (herbicidal or mechanical) for the control of re-emergent nuisance and exotic vegetation (2 years)*	EA	8		
	GRAND TOTAL	n/a	n/a	n/a	

NOTE:

1. Prices to be inclusive of all services and efforts required to meet project intent including but not limited to: certified arborist, mobilization, demobilization, labor, transport, fuel, insurance, materials, herbicide, chemicals, Maintenance of Traffic, etc. No separate payment will be made for those items.
2. In event of arithmetic error the written total (far right column) will govern for the proposed bid price.
3. LS = Lump Sum)

Name of Bidder: Date:

Exhibit B – Summary of Work Specs ITB 532-11263PART 1 - GENERAL01. RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements shall govern the Work under this Section.

02. WORK INCLUDED

A. Work under this contract includes furnishing materials, labor, tools, equipment, supervision and incidentals necessary to remove exotic and nuisance vegetation, clear, grub and dispose of vegetation, litter and debris.

03. SUBMITTALS

A. Submit the following:

1. Verification of all required licenses and memberships.

04. APPLICABLE STANDARDS AND SPECIFICATIONS

A. Comply with the following standards and specifications for all materials, methods, and workmanship.

05. LICENSING REQUIREMENTS

A. The Contractor shall be properly licensed to conduct all activities outlined in the scope of services and have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

06. SALVAGE

A. Any existing equipment or material, including but not limited to fill, valves, pipes, fittings, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the City or City's representative, and if so, shall be delivered clean to the Owner at a location directed by the City. Any equipment or material not worthy of salvaging shall be disposed of by the Contractor at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the Owner.

07. EXCESS MATERIAL

A. All, debris, litter and refuse will be removed off-site (by Contractor) for appropriate use or disposal. Transient generated waste, litter, miscellaneous debris and exposed construction debris is to be removed and disposed of off-site appropriately by the Contractor.

B. It is the Contractor's responsibility to provide an area for all materials suitable or unsuitable vegetation, debris, concrete or other unsuitable materials to be legally used or disposed.

08. SITE INVESTIGATION

The Contractor, by virtue of signing the Contract, acknowledges that the Contractor and all the Contractor's subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; load limits and widths for roads and bridges, hydrologic influence; presence of underground utilities; disposal, handling and storage of materials; access to the sites; the conformation and conditions of the work area; and the character of equipment and facilities

needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate the site conditions shall not be grounds for additional contract price or contract time. Prior to commencing with the work, Contractor shall perform a location investigation of existing underground utilities and facilities and shall have obtained all required permits and permissions.

09. WORK RESTRICTIONS

Additional coordination or authorization will be required with the City for working hours prior to 7am or after 6pm. The Contractor shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking lots, paths, waterways, and utilities.

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: The work covered in this Section shall consist of furnishing all labor, materials, and equipment necessary to perform all exotic/nuisance species removal, and treatment in the project site. Mulching and grinding of the exotic/nuisance species is acceptable as long as the resulting mulch material is uniformly spread in the previously nuisance/exotic dominated location (and not spread into or under native canopy or groundcover.

B. Exotic/Nuisance Species: The CONTRACTOR and/or CONTRACTOR'S REPRESENTATIVE shall be responsible for the removal and control of exotic/nuisance species including but not limited to the following:

- Torpedo grass (*Panicum repens*)
- Cattails (*Typha spp.*)
- Primrose willow (*Ludwigia peruviana*)
- Melaleuca (*Melaleuca quinquenervia*)
- Brazilian pepper (*Schinus terebinthifolius*)
- Australian pine (*Casuarina spp.*)
- Cowpea (*Vigna sp.*)
- Plants included on the FDEP List of Prohibited Aquatic Plants, Florida Exotic Pest Plant Council's (FEPPC) List of Florida's Most Invasive Species (latest edition).
- Any other exotic or nuisance plant species that may adversely impact the natural growth of desirable plant species in the mitigation areas as stipulated in the applicable permits or as determined by the CITY or the CITY'S REPRESENTATIVE.

1.02 QUALITY ASSURANCE

A. Qualifications: All work shall be undertaken by a CONTRACTOR specializing in selective exotic/nuisance plant control. The CONTRACTOR shall employ a competent, experienced superintendent who is a licensed aquatic herbicide applicator in good standing with the Florida Department of Agriculture and Consumer Services (FDACS) and all other regulatory agencies having jurisdiction over such licensure to supervise exotic/nuisance plant control work at all times. Superintendent shall be responsible for all exotic/nuisance plant treatments in compliance with contract documents, environmental permits, and applicable limitations of licensure. Prior to commencement, the CONTRACTOR shall provide proof of all licenses, certifications, or registrations required to perform exotic/nuisance plant control work. To demonstrate ability and experience necessary for this project, CONTRACTOR shall submit:

1. Evidence of herbicide control certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas, Right-of-Way, or Aquatics category.

B. Source Quality Control: All exotic/nuisance plant control materials shall be shipped with certificates of inspection as required by governing authorities.

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

C. Field Inspections:

1. Herbicides: Herbicides will be available at the site for inspection by the CITY or the CITY'S REPRESENTATIVE before they are used in the exotic/nuisance plant control operations. If necessary, samples shall be taken and analyzed by a certified lab at the CONTRACTOR'S expense.

2. On-Site Observations: At any time during the exotic/nuisance plant control work by the CONTRACTOR, the CITY or the CITY'S REPRESENTATIVE may visit the site to observe work underway. Upon request, the CONTRACTOR shall be required to exhibit work as directed by the CITY or the CITY'S REPRESENTATIVE without compensation. Should the materials or workmanship not meet the standard specifications herein, the CONTRACTOR shall correct the problem at his/her expense.

The CONTRACTOR shall at all times provide on-site a Ground Crew Supervisor certified by the Florida Department of Agriculture and Consumer Services as part of the work force. The CONTRACTOR shall provide the name and qualifications of Ground Crew Supervisor to the City or City's Representative. Ground Crew Supervisors will be responsible for:

- a) Coordination with site manager on a daily/weekly basis.
- b) All control activities and safety on project sites.
- c) Assuring all contract crews are knowledgeable of, and remain within property and treatment boundaries.
- d) Assuring appropriate herbicide labels, Material Data Safety Sheets (MSDS), and a copy of the executed task assignment with maps showing the site.
- e) Avoiding damage to native vegetation and wildlife.
- f) Strict adherence to all herbicide label application, precautionary, and safety statements.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: The CONTRACTOR shall deliver packaged materials in containers showing weight, analysis, name of manufacturer, and conformance to any federal, state, or local laws and regulations. Material shall be protected from deterioration during delivery, and while stored. Storage of materials shall be approved by the CITY or the CITY'S REPRESENTATIVE.

1.04 JOB CONDITIONS

A. Work Progress: The CONTRACTOR shall proceed with the exotic/nuisance plant removal as rapidly as portions of the site become available, working within limitations for each kind of exotic/nuisance plant removal work required.

B. Utilities: The CONTRACTOR shall perform work in a manner which will avoid possible damage to any existing utilities. The CONTRACTOR shall not interfere with stakes or marks set by others until removal is mutually agreed upon by parties concerned and the CITY or the CITY'S REPRESENTATIVE.

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

PART 2 – MATERIALS

2.01 HERBICIDES

A. The Contractor shall use chemicals approved by the controlling governmental agencies. All chemicals used must be approved by EPA, FDA, or DEP as applicable. Use of all chemicals and disposal of residue shall be in strict conformance with the chemicals manufacturers' instructions. In the event a chemical is banned by any governing agency (either local, state, or federal) during the term of the contract, the Contractor shall continue Work using other approved chemicals.

B. Herbicides must be selective and approved, in order that exotic/nuisance species are eradicated and desirable native or planted species are not affected (considering wind and water drift factors during application and other potential conveyance means). CONTRACTOR is responsible for ensuring that the herbicides will be effective on targeted species and follow all regulations.

1. Large woody exotic/nuisance species (not including *Melaleuca* {*Melaleuca quinquenervia*}) control using frill and girdle or cut and spray techniques including an application of GARLON 4 or approved equivalent.
2. *Melaleuca* species control using frill and girdle or cut and spray techniques including an application of ARSENAL or approved equivalent.
3. A post-emergent application of RODEO aquatic herbicide or approved equivalent for cattails (*Typha spp.*), torpedo grass (*Panicum repens*) and other non-woody exotic or nuisance herbaceous species.

2.02 INDICATOR DYE

A. Indicator dye shall be used in conjunction with all herbicide application methods carried out in treatment areas to provide CONTRACTOR and CITY evidence of treatment.

2.03 ADJUVANTS/SURFACTANTS

A. In order to maximize the effect of the exotic/nuisance species treatment the CONTRACTOR may use additives to herbicides. All herbicide additives including but not limited to, adjuvants and surfactants, shall be submitted for CITY or the CITY'S REPRESENTATIVE acceptance with proposed mixtures, manufacturer's guidelines and federal label requirements, if applicable.

PART III – EXECUTION

3.01 SITE PREPARATION

A. Existing Obstructions: The CONTRACTOR shall fully acquaint himself/herself with the related conditions and utilities to preclude any misunderstanding and to facilitate trouble-free exotic/nuisance plant removal. It shall be the responsibility of the CONTRACTOR to obtain all such information as it is made available.

B. Damage to Existing Desirable Plants: CONTRACTOR shall not injure or kill non-nuisance or native trees. CONTRACTOR will assure replacement of non-target trees that are injured or lost due to CONTRACTOR'S activities. Replacement shall be based on the most current and accepted industry standards available with regard to plants

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

injured or killed consistent with the CITY'S approval. CONTRACTOR shall limit the light equipment within the dripline of native vegetation and will be required to maintain distances as determined by the CITY or CITY'S REPRESENTATIVE from native vegetation (either trees, shrubs or groundcover). Hand removal may be required for removal under certain trees. Under no circumstances shall storage or repeated transport across the tree roots be allowed.

C. Signage Posting: CONTRACTOR shall erect and maintain as required by the conditions and progress of the WORK and as required by law all necessary safeguards for safety and protection, including posting danger signs and other warnings to the public.

D. Limitation on mechanical equipment: No storage of any equipment or materials will be allowed under the dripline of native vegetation. No heavy equipment is allowed for use on the project area. Erosion control or tree barricades will not be required since no clearing or grubbing or heavy equipment will be allowed in the vegetated area of the project. CONTRACTOR to employ qualified personnel knowledgeable in native vegetation for grinding or removal options of the vegetation as to not require tree preservation barricades. In accordance with County Code, no work will commence until letter of authorization is issued from the Broward County Environmental Growth Management Department, Tree Preservation Program. In accordance with Section 27-409 (a)1 only removal of vegetation "...by hand or with the use of light rubber-wheeled equipment, which will not damage tree roots: said equipment shall be a maximum of forty-eight (48) inches wide, tire to tire, with a maximum weight of 3,500 pounds."

E. Applicable to initial removal and ongoing maintenance: CONTRACTOR shall employ the following treatment types during initial removal and ongoing maintenance events to maintain and eliminate the regrowth of nuisance and exotic vegetation. CONTRACTOR shall treat stumps or roots immediately after initial removal or grinding.

3.02 EXOTIC/NUISANCE TREATMENT TYPES

A. General: The following treatment types are to be used by the CONTRACTOR for the eradication of the exotic/nuisance plant species within the specified areas as indicated on the construction documents. Applicable treatment/removal method for each specified area is determined based on a combination of proposed post-project habitat type, existing typical vegetative characteristics found within each location, and accessibility. Considerations were made for the existing exotic/nuisance plant species coverage as well as potential disruption or impacts upon protected species and desirable understory plant species. The treatment types are described below:

3.03 HERBICIDE APPLICATION TECHNIQUES

A. General: CONTRACTOR shall follow the technique to achieve maximum eradication success without impacting desired vegetation. Acceptance by the CITY or the CITY'S REPRESENTATIVE will be received prior to commencement.

B. Wick Application: This method shall be used for non-woody exotic/nuisance species as well as woody exotic/nuisance seedlings, and small exotic/nuisance trees in areas designated for control. This method shall be performed to prevent loss of the surrounding desired plant species. Herbicides used in this method will be the same as described for the spray methods.

1. Follow manufacturer's application rate of herbicide and selectively wipe herbicide

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

treated sponge on exotic/nuisance plants' foliage.

C. Spray Methods:

1. Aquatic Spray Method: Shall be used for direct application of herbicide to aquatic exotic/nuisance species. This method is to be executed by selective application to targeted species with no overspray applied to surrounding desirable plant species. Any woody exotic/nuisance shrubs or trees treated in the site area that exceed 12" in overall height and are too large for manual removal shall be treated with herbicide and upon visual evidence of successful treatment, the dead biomass shall be removed at ground level and disposed of in compliance with acceptable methodology approved by CITY or CITY'S REPRESENTATIVE.

a). Use the approved manufacturer's recommended application rate and solution of RODEO aquatic herbicide applied with a back-pack sprayer to the foliage of the exotic/nuisance species.

2. Basal Spray: Shall be used for eradication of woody exotic/nuisance trees and shrubs including Brazilian Pepper.

a). Treatment application of the approved manufacturer's rate and solution of GARLON 4 or approved equal by pump-up sprayers and applied as a basal spray to the lower 2 feet of stems and trunks following manufacturer's guidelines and restrictions. Application shall fully cover and encircle the stems and trunks without impacting surrounding desirable vegetation. Upon visual evidence of successful treatment, the treated biomass shall be removed at ground level and disposed of in compliance with this Section. Treatment should be undertaken within 5 minutes of stump cutting or grinding to be effective treatment.

D. Cut/Paint Method: may be used for eradication of established woody exotic/nuisance species (1"- 6" caliper).

1. Cut canopy of tree off no less than 18" above high water elevation.

2. Directly apply treatment to the exposed cut and completely cover the cut with herbicide, following the approved manufacturer's application rate and solution.

3. Remove cut canopy from site and dispose of in an approved off-site location using methods that will not encourage further exotic/nuisance plant infestation. Disposal shall be in compliance with this Section.

E. Frill/Girdle Method: Shall be used for eradication of established and other exotic/nuisance trees 6"+ caliper.

1. Cut into trunk of existing tree to the cambium. Cuts are to be angled downward around the entire circumference of the tree remove cut bark to expose the cambium layer.

2. Directly apply a quantity of GARLON 4 or ARSENAL or approved equal to the exposed cambium layer, following the manufacturer's approved application rate and solution for this method.

EXHIBIT C
NUISANCE/EXOTIC REMOVAL AND MAINTENANCE SPECIFICATIONS
ITB – 532-11263

3.04 DISPOSAL OF REMOVED NUISANCE/ EXOTICS

A. CONTRACTOR may dispose of all removed nuisance/exotic plant species in an approved off-site location at the CONTRACTOR'S expense or may be ground or mulched in dispersed uniform manner in the former location of exotic/nuisance coverage and not under native canopy or groundcover areas. Disposal shall be done in an approved manner that will not encourage re-infestation by the exotic/nuisance species and comply with all applicable federal, state and local regulations.

3.05 CLEANUP, ADJUSTMENT AND RESTORATION

A. Site Cleanup: During and upon completion of the project, the CONTRACTOR shall keep the project site clean. In addition to removing all equipment, unused materials, found rubbish, and deleterious material, the CONTRACTOR shall provide a neat and uniform site. All damaged or altered existing structures, resulting from the exotic/nuisance plant control work, shall be corrected. Cleanup of all herbicide related facilities shall be in conformance with all applicable regulations and shall follow manufacturer's guidelines.

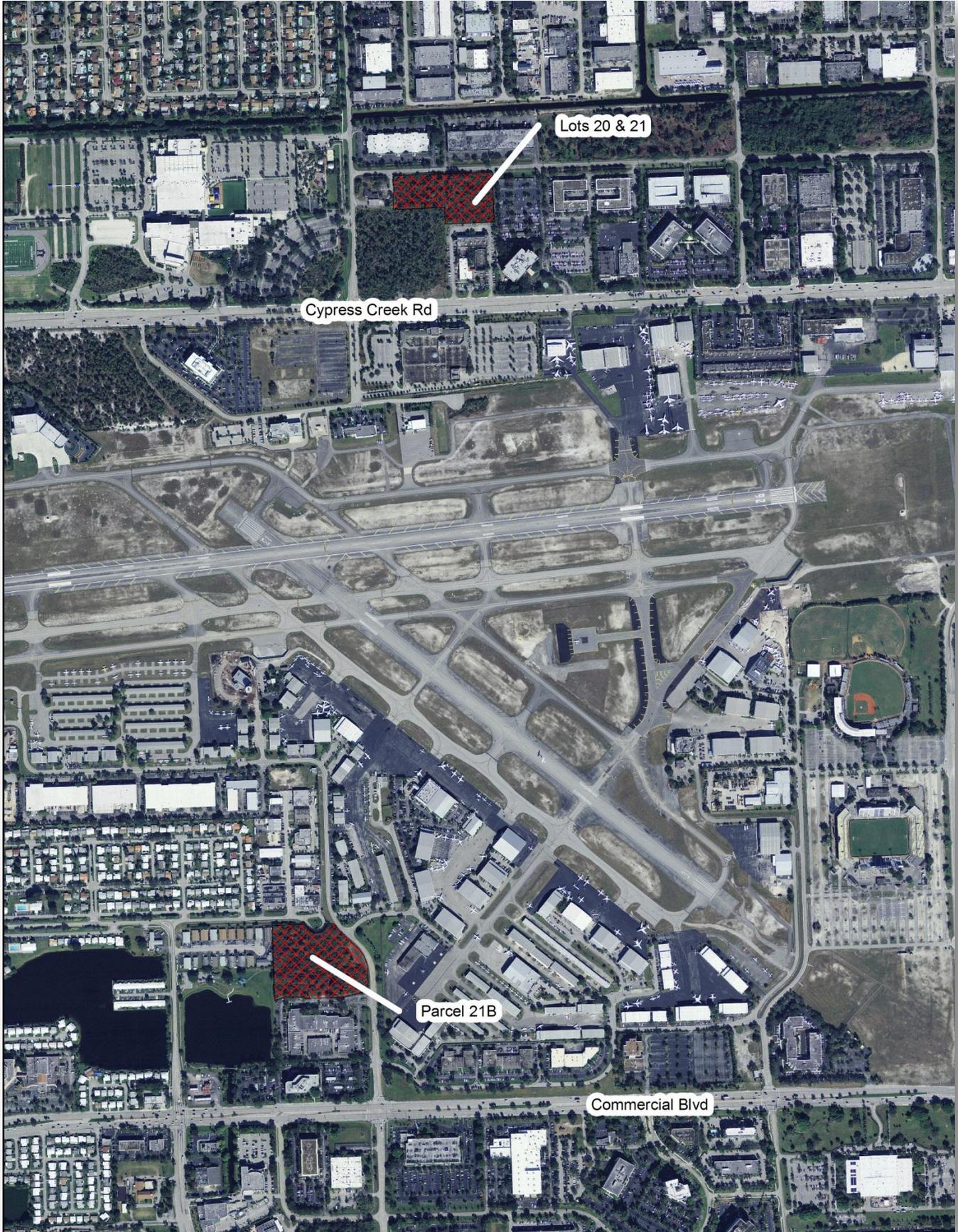
B. Right-of -Way: The CONTRACTOR shall remove from the right-of-ways, areas adjacent to designated work area and adjacent property all false work, equipment, surplus and discarded materials, rubbish and temporary structures; shall restore or improve in an acceptable manner all property, both public and private, which has been damaged during the execution of the work, and shall leave any waterways unobstructed and roadways in a neat and presentable condition throughout the entire length of work under the contract. Placement of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. The CONTRACTOR will be allowed to temporarily store equipment, surplus materials, etc., within the limits of work or staging area only if approved by the CITY in writing, but no discarded equipment or materials, or rubbish shall be placed on such site.

3.06 RESTORATION

A. When or where direct or indirect injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the WORK, or in consequence of the non-execution thereof by the CONTRACTOR, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.

B. Work that is to remain in place which is damaged or defaced by reasons of work performed under this contract shall be restored at no additional cost to the CITY.

EXHIBIT D
LOCATION MAP ITB #XXX-XXX



**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

1.11 **SCRUTINIZED COMPANIES**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package

properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the

Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the

availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:**
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**BIDDER QUESTIONNAIRE
ITB #532-11263**

1. Provide three references for which you have performed similar services:

2. Number of years the bidder has had in providing similar services:

3. List appropriate licenses as issued by Broward County:

4. List type and amount of equipment that will be used on this job site:

5. Identify equipment owned and equipment that will need to be subcontracted:

6. Number of personnel devoted to this project:

7. Identify on-site project manager:

8. Identify certified arborist assigned to this project and attach copy of his/her credentials:

9. List work days and hours:

10. Estimated number of days for starting the project from date of award and number of days for completion:

--

11. Disposal method:

--

12. Final disposal location:

--

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: (Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

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

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

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #532-11263 - Exotic/Nuisance Vegetation & Debris Removal, Parcel 21B, Lots 20 & 21

OVERALL BID QUESTIONS

There are no questions associated with this bid.