

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

682-9839

**PALM AIRE CANAL MOWING AND TRASH
REMOVAL SERVICES**



Rick Andrews

954-828-4357

Bid 682-9839 PALM AIRE CANAL MOWING AND TRASH REMOVAL SERVICES

Bid Number 682-9839
 Bid Title PALM AIRE CANAL MOWING AND TRASH REMOVAL SERVICES

Bid Start Date In Held
 Bid End Date Sep 19, 2007 2:00:00 PM EDT

Bid Contact Rick Andrews
 Procurement Specialist II
 Procurement
 954-828-4357
 Randrews@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide Palm Aire canal mowing and trash removal services for the Public Works Department Sanitation Division, in accordance with the terms, conditions, and technical specifications/scope of services contained in this Invitation To Bid (ITB).

The initial term of the contract shall be for one (1) year and shall begin on the date of award and shall end one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year periods under the same terms, conditions and technical specifications/ scope of services, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

Bidder shall bid a firm fixed Monthly Service Rate and Additional Items/Duties Service Rates for providing Palm Aire canal mowing and trash removal services in accordance with this ITB. Refer to Part II Technical Specifications/Scope of Services, paragraph 2.07 of this ITB.

Item Response Form

Item 682-9839-1-01 - MONTHLY SERVICE RATE
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description
 INSERT MONTHLY SERVICE RATE FOR ALL LABOR, MATERIAL, EQUIPMENT, LICENSES, PERMITS AND INCIDENTALS.
 REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-02 - ADDITIONAL ITEMS/DUTIES SERVICE RATE - HOURLY UNSKILLED LABOR RATE
 Quantity 1 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 INSERT HOURLY LABOR CHARGE ONLY FOR LITTER PICK UP, RAKING BROOM SWEEPING, ETC. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-03 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - HOURLY SKILLED LABOR RATE
 Quantity 1 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 INSERT HOURLY LABOR CHARGE ONLY FOR FOREMAN/CREW LEADER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-04 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
 Quantity 1 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 INSERT HOURLY EQUIPMENT RATE FOR TRACTOR/BUSHHOG MOWER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-05 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
 Quantity 1 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 INSERT HOURLY EQUIPMENT RATE FOR POWER MOWER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-06 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
Quantity 1 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
INSERT HOURLY EQUIPMENT RATE FOR WEEDEATER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-07 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
Quantity 1 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
INSERT HOURLY EQUIPMENT RATE FOR BLOWER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-08 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
Quantity 1 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
INSERT HOURLY EQUIPMENT RATE FOR CHAIN SAW. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item 682-9839-1-09 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
Quantity 1 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1

Description

INSERT HOURLY EQUIPMENT RATE FOR BOB CAT WITH TRAILER. REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

Item	682-9839-1-10 - ADDITIONAL ITEMS/DUTIES SERVICE RATES - EQUIPMENT CHARGE WITH OPERATOR
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

INSERT HOURLY EQUIPMENT RATE FOR DUMP TRUCK (MINIMUM 6 CUBIC YARDS). REFER TO ITB PART II-TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, PARAGRAPH 2.07

**INVITATION TO BID 682-9839
PALM AIRE CANAL MOWING AND TRASH REMOVAL SERVICES**

PART I - INFORMATION/SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide Palm Aire canal mowing and trash removal services for the Public Works Department Sanitation Division, in accordance with the terms, conditions, and technical specifications/scope of services contained in this Invitation To Bid (ITB).

1.02 CONTRACT TERM

The initial term of the contract shall be for one (1) year and shall begin on the date of award and shall end one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year periods under the same terms, conditions and technical specifications/ scope of services, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

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

1.03. COST ADJUSTMENT

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

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

If during the contract term unusual circumstances occur that could not have been foreseen by either party to the contract, and those circumstances significantly affect the cost of providing the required items or services, then the Contractor or City may request adjustments to the contract specified prices for goods or services, either up or down, to reflect these changed circumstances. The circumstances must be beyond the control of the Contractor or City and the request for change must be fully documented. The party requesting adjustments pursuant to this paragraph must provide written notice to the other party advising them of the need for the modification. Upon thirty (30) days of receipt of written notice and the appropriate documentation, the other party must accept or reject the proposed

adjustment. If the adjustment is rejected, then the requesting party may terminate the contract by providing sixty (60) days written notice.

1.04. MONTHLY SERVICE RATE

Bidder shall bid a firm fixed Monthly Service Rate and Additional Items/Duties Service Rates for providing Palm Aire canal mowing and trash removal services in accordance with this ITB. Refer to Part II Technical Specifications/Scope of Services, paragraph 2.07 of this ITB.

1.05. GROUP AWARD

Any contract awarded as a result of this ITB will be a Group award consisting of the primary monthly canal mowing and trash removal services and ancillary services plus any required Additional Items/Duties Service Rates as itemized on the pricing section of this ITB. In order for the Bidder to be responsive all items on the pricing section of this ITB MUST be bid. The City reserves the right to accept or reject all bids, to waive minor irregularities and award based on the best interest of the City.

1.06. INFORMATION OR CLARIFICATION

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or other bid documents will only be transmitted by written addendum.

Any questions that Bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website at www.rfpdepot.com 7 days prior to the bid due date. If required, a written addendum will be issued.

1.07. PRE-BID CONFERENCE – SITE VISIT

There will be no pre-bid conference. If required, additional job site information is available from Solid Waste Foreman Willie Washington at 954-828-5771, Monday-Friday 6:30 AM to 3:00 PM. It is recommended that bidders inspect the locations to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.08. ELIGIBILITY

To be eligible to respond to this ITB, the Bidder must demonstrate that they, or the principals assigned to the project, are fully licensed to do work of this nature and should also submit the completed Bidder's Questionnaire included with this ITB. The City reserves the right to visit Contractor's site(s) to inspect equipment, facilities and licenses to determine if the Bidder has the required resources, is legally licensed and is qualified to perform the work as described in this ITB.

1.09. ADDITIONAL ITEMS / DUTIES SERVICE RATES

The Bidder shall also provide additional items/duties service rates in the pricing section of this ITB.

1.10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.11. INSURANCE

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

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

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

Commercial General Liability Insurance

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

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

This coverage must include:

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

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined)

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

In the event that the Bidder is recommended for award of a contract, the Bidder will be required to provide a certificate of insurance within 15 days naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

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

1.12. 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.

1.13. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any Bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at

<http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>

1.14. GENERAL CONDITIONS

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

1.15. NO EXCLUSIVE CONTRACT

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

1.16. SERVICE TEST PERIOD

If the Contractor has not previously performed similar services for 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. The service test period shall be included in the initial term of the contract.

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

1.17. TRANSACTION FEES

The City of Fort Lauderdale will use RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors and contractors to register and participate in the solicitation and award process. Bidders may also submit original bids directly to the City of Fort Lauderdale, Department of Procurement Services, 100 N. Andrews Avenue, Room 619, Fort Lauderdale, FL 33301 by the time and date specified in the ITB.

1.18 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. If a proposer is considered for award, he/she may be

asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Proposers are requested to include in their proposals a narrative describing it's past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprise participation in their bids, those firms, and their specific duties have to be identified in their bid.

See General Conditions, Section 1.08 for MBE and WBE definitions.

1.19. BID TABULATIONS/INTENT TO AWARD

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

**INVITATION TO BID 682-9839
PALM AIRE CANAL MOWING AND TRASH REMOVAL SERVICES**

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

2.01. General

The City of Fort Lauderdale Public Works Department Sanitation Division is seeking a qualified contractor to mow grass and weeds, trim tree overgrowth, and remove trash and fallen branches from the Palm Aire canal and adjoining canal bank or right of way up to the low tide water line.

2.02 Service Locations

A. The canal is located in the Palm Aire area. The canal runs from NW 12 ave. to NW 31 Ave. east to west and is approximately 60 feet wide X 1 $\frac{3}{4}$ of a mile long including the area (River Bed) to the canal's low tide water line. Refer to site map in this ITB.

2.03. Scope of Services

- A. The Contractor shall clean the area of all debris prior to servicing and shall remove from the site all litter, palm fronds, branches or any other items. All clippings, trimmings, branches, etc., from each service shall be removed upon completion of that day's service.
- B. All other litter, debris, clippings, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of at a City authorized licensed disposal facility. Shoulder mounted or hand held blowers are not acceptable tools for this maintenance if used to blow debris on to adjoining properties.
- C. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters in accordance with City Ordinance #24-7.
- D. The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls and slabs, etc., in areas when needed in order to maintain a neat appearance, or before growth reaches 12-16 inches.
- E. Trees and overgrowth will be trimmed back upon request of the City and the Contractor will invoice the City at the contracted hourly rates appropriate to the task for labor and equipment.
- F. The Contractor shall not utilize any defoliant, herbicide, or growth retardant for the purpose of restricting, preventing, or removing growth in any manor without prior approval from the City.
- G. The Contractor shall notify the City's Field Supervisor in the event of scheduling delays or changes, as well as any comments/complaints received from the general public.

2.04. Contractor Responsibilities

- A. The Contractor shall maintain an office to conduct business and provide a communication system such as a two-way radio or cellular phone between office & City and office & field crew.
- B. The Contractor shall own or have access to the necessary vehicles, equipment and labor to perform the duties assigned.

- C. The Contractor shall demonstrate ability to perform equipment maintenance such as operating existing repair facility or have established business accounts with repair shops.
- D. Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of the contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City of Fort Lauderdale's approval or disapproval, and indemnify and hold harmless the City of Fort Lauderdale and the City of Fort Lauderdale's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City of Fort Lauderdale.

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

2.05 Hours of Service

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

2.06 Standards of Service

The City desires to maintain this property in a condition suitable for their intended use and at a level acceptable to community standards. The Contractor may be called upon to perform service on a monthly and daily basis. The following maintenance schedule is provided as an example of a possible Contractor work schedule. The City and the Contractor will determine the final schedule.

- A. Primary Service – maintain the canal 3 times per year. Work may be completed monthly by sections.
1. January – April mow, weed-eat, remove trash & litter, (trim trees and cut back over growth only on request and additional payment by City at rates under Additional Items/Duties).
 2. May – August mow, weed-eat, remove trash and litter.
 3. Sept. – Dec. mow, weed-eat, remove trash and litter.
- B. Ancillary Services -
- 1 Monthly remove trash & litter; by Contractor-initiated inspections.
 2. Daily. Monday to Friday; on call-call outs to respond to customer complaints and work orders from City to remove trash and litter. There will be a maximum of 24 on call-call outs per year, which are in addition to the Contractor initiated inspections mentioned in 2.06 B.1. These on call-call out ancillary services are part of the monthly service rate as bid. Additional on call-call outs above the 24 per year shall be charged at bid rates under Additional Items/Duties.

2.07 Monthly Service Rate and Additional Items/Duties Service Rates

- A. All services detailed in this Technical Specification/Scope of Services, including up to the 24 on call-call outs per year, shall be provided at a Monthly Service Rate.
- B. From time to time, the City may request additional services such as vacant lot mowing, code enforcement clean ups, rights of way mowing, trash removal, tree trimming and on call-call outs that exceed the maximum of 24 on call-call outs per year stated in paragraphs 2.06 B.2. In such cases, bidders shall bid an hourly rate for each type of labor and each type of equipment with operator under the Additional Items/Duties Service Rates listed in the pricing section of this ITB. Labor and equipment for Additional Items/Duties may be calculated on intervals of 15, 30, 45 and 60 minutes as agreed by the City and the Contractor for work done under the contract. There shall be no additional Contractor charges for management time to conduct meetings with City officials or job site inspections or Contractor work estimates.
- C. The hourly charge for equipment MUST include the cost for an operator. The City WILL NOT pay an hourly rate for a piece of equipment plus an hourly labor rate for the operator.
- D. Dumping:

Contractor shall be responsible for removing debris caused by illegal dumping at up to 30 cubic yards per location per event (estimated at 1-3 times a month) as part of the Monthly Service Rate. This service may require an occasional separate trip with the bobcat and dump truck to remove illegally dumped debris. Costs are to be included in the monthly service fee. The expectation is that the property is to be well maintained and kept free of trash and litter by the Contractors monthly inspections and 24 on call-call outs per year which will discourage illegal dumping activity.

In the event the city exceeds the 24 on call-call outs per twelve-month period and/or the single location dumping event exceeds 30 cubic yards, with City authorization, the City and Contractor shall determine a charge to remove the dumping debris based on the hourly rates bid under Additional Items/Duties.

2.08 Definitions

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

2.09 Job Completion Notice

The City and the Contractor will develop a monthly maintenance schedule. The Contractor will be responsible for notifying the City's Field Supervisor (name and phone number to be provided) for final inspection upon the completion of scheduled work. The Field Supervisor will approve the

contractor's monthly invoice for payment including disposal charges and charges for additional work requested by the City. Monthly invoices shall be submitted no later than the 15th day of the following month.

2.10 Disposal Sites

- A. Only City authorized licensed disposal facilities shall be used by the Contractor. The Contractor shall be familiar with each City authorized licensed disposal facility and the methods of disposal to be utilized at each facility. The Contractor may request a list of and disposal methods utilized by these facilities prior to submitting a bid in response to this ITB. The City and Contractor shall agree on a method of disposal at each facility prior to commencing work.
- B. The City shall seek the most efficient and low cost disposal option in Broward County and the Contractor shall agree to abide by the option selected by the City.
- C. Contractor shall pay disposal charges. Contractor shall submit official copies (weight tickets) of disposal charges issued by disposal sites with the monthly invoice for reimbursement. The Contractor shall not include a mark-up on disposal charges.
- D. If warranted, the City shall pay contractor a maximum of one (1) hour of labor and one (1) hour of equipment (truck) roundtrip to transport material to a disposal site located more than ten miles from job site. (For example, the landfill located in Pompano Beach). There shall be no additional add on charges for disposal transportation under 10 miles from job site.
- E. If prior authorized by the City, the Contractor may use a private dumpster at its place of business and will reimbursement at competitive market rates.
- F. If warranted, the City may supply and the Contractor agrees to use City supplied dumpsters. Contractor shall make every effort to utilize disposal options that are in the best interest of the City.

2.11 Disposal Methods

- A. Small tree trimmings and vegetation shall be mulched by the bush hog mower and left on site.
- B. Major tree trimmings shall be cut and transported to a disposal facility. If the tree trimmings are chipped, the chips may be spread and left on site with the authorization of the City Field Supervisor.
- C. Bulk trash and construction/demolition material shall be transported to a City authorized licensed disposal facility. This includes tires, roofing material, white goods such as refrigerators, a/c units, water heaters, etc.
- D. Material that has been illegally dumped by a third party shall be removed. This may require the use of a Bobcat-type machine.
- E. Hazardous waste - The Contractor will notify the City Field Supervisor immediately upon the discovery of any hazardous waste such as paint, chemicals, etc. The City will be responsible for its removal.

2.12. Customer Service

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

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

2.13. Safety

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

2.14. Damage to Public and/or Private Property

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

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

2.15. Contract Coordinator

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

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

2.16. Contractor Performance Reviews and Ratings

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

Excellent	Exceeds requirements.
Good	Meets requirements.
Fair	Barely meets requirements.
Poor	Does not meet all requirements and Contractor may be subject to a negative evaluation and unless corrected could impact future work with the City.
Non-compliance	Either continued poor performance after notice has been given or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation-for-cause provisions of the contract.

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

2.17. Deletions or Modification of Services

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

2.18. Additional Locations

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

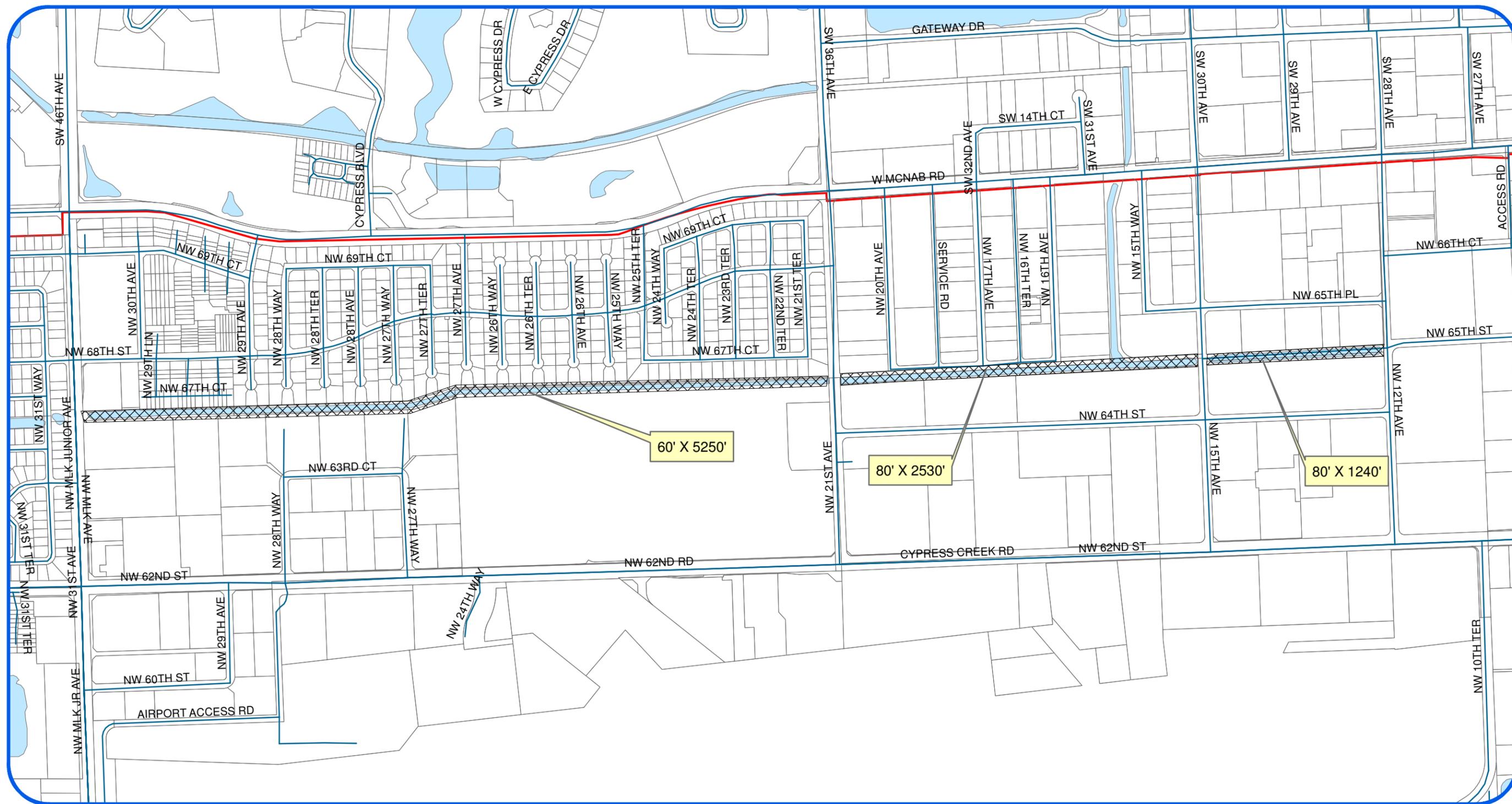
2.19. Records / Audits

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with Section 5.12 of City of Fort Lauderdale General Conditions.



CITY OF FORT LAUDERDALE

PALM AIRE - CANAL CLEANING FROM NW 31 AVE. TO NW 12 AVE.



R.CASTRO Thursday, June 7, 2007 3:13:03 PM
 P:\data\MISC\FOR WILLIE\PALMAIRE CANALS.mxd

**City of Fort Lauderdale
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

Pakistani and East Indian.

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

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

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

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

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, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in 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 Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle 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, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part

of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

PART IV BONDS AND INSURANCE

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

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

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

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting 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:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the 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 will, 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 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 state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Questionnaire

Please print or type:

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

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

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

Years

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

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



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

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

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

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by: (signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, 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/doc/>).

Address:

City: State: Zip:

Telephone No. FAX No.

E-MAIL:

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

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

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

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

<u>Addendum No.</u>	<u>Date Issued</u>
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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.

Variations:



revised 8-17-07