



## Event # 205-3

**Name:** Trees, Palms and Plants

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to supply and/or deliver and install trees, palms and plant material for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The City reserves the right to award this contract to three (3) Contractors (primary, secondary, tertiary). Contractor(s) do not need to bid on all items or groups, but it is necessary to bid on every item within a specific group. Contractor must provide the full quantity on all lines for which they are providing a bid response. The lowest awarded Contractor in an item or group can be considered the primary vendor and could receive the largest volume of work. It is therefore contingent upon the Contractor(s) to bid on every item within the group.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

The initial contract term shall commence upon final execution of the contract by the City and shall expire three (3) year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for two, additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

**Buyer:** ROSE, HEATHER

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** No

**Q & A Allowed:** Yes

**Number Of Amendments:** 3

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 11/03/2023 11:10:00 AM

**Open:** 11/03/2023 11:00:00 AM

**Q & A Close:** 11/21/2023 05:00:00 PM

**Close:** 12/12/2023 02:00:00 PM

**Dispute Close:**

## Questions

# Event # 205-3: Trees, Palms and Plants

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| Question                                 | Response Type | Attachment             |
|--|---------------|------------------------|
| Did you complete the required documents? | Yes No Text   | Required Documents.pdf |

## Attachments

| Name               | Attachment                   |
|--------------------|------------------------------|
| General Conditions | General Conditions.pdf       |
| Specifications     | Event 205 Specifications.pdf |

## Contacts

| Name         | Email Address            |
|--------------|--------------------------|
| HEATHER ROSE | hrose@fortlauderdale.gov |

## Commodity Codes

| Commodity Code | Description                                     |
|----------------|---|
| 595            | NURSERY (PLANTS) STOCK, EQUIPMENT, AND SUPPLIES |
| 595-75         | Trees, Ornamental and Shade                     |

## Line Details

### Line 1: Pimenta dioica - 15 gallon

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**Description:** Group A. Trees, Palms and Plant Material for Supply and Pick Up

Please enter price per 15-gallon unit.  
Estimated annual quantity is 10, estimate is not indicative of future use.

**Item:** ALLSPICE - 15 GALLON    Pimenta dioica - 15 gallon

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to supply and/or deliver and install trees, palms and plant material for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The City reserves the right to award this contract to three (3) Contractors (primary, secondary, tertiary).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Heather Rose at (954) 828-5142 or email at [HRose@fortlauderdale.gov](mailto:HRose@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders 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 Bidder 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. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

## **1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### 2.4 Bidder's Costs

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

### 2.5 Pricing/Delivery

Line Items are grouped as noted in the line comments and shall be priced to include either Supply and Pick up; Supply and Delivery; Supply, Delivery and Installation; Trees, Palms and Plant Material for Tree Giveaways; and Additional Services.

Bidder shall quote a fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Contractor must pay attention to description in line item and price items as specified. Where indicated, pricing must include supply and delivery or supply, delivery and installation and be quoted FOB: Destination.

Delivery is required within 15 business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

### 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. 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.

## **2.7 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 with regard to the accepted schedule for that task or project. Each invoice shall have the street address, name of park, and project title (if applicable) specified on the invoice. 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.

## **2.8 Related Expenses/Travel Expenses**

All costs and expenses including travel must be included in your bid. The City will not accept any related or additional costs or expenses.

## **2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

## **2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## **2.12 Modification of Services**

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

**2.12.2** The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. The City and the Contractor may use industry sources such as PlantFinder, PlantArt, or similar, for a pricing standard. 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 Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder 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 Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder 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.

**2.14 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:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services for a municipality of similar size to the City of Fort Lauderdale, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of this contract, the Contractor shall be normally engaged in providing the species and sizes of trees, palms and plant materials, be normally engaged in providing supply, delivery, and installation services and have all necessary equipment needed to perform the services as specified herein. The City reserves the right to conduct a site visit of the Contractor's facilities to inspect at any time, or to take any other action necessary to determine Contractor's ability to perform. The City reserves the right to reject Contractor where evidence or evaluation is determined to indicate inability to perform. The City may request documentation providing evidence acceptable to the City demonstrating the Contractor's fiscal responsibilities, prior experience, and present capability to meet all of the Contractor's obligations set forth in the contract documents. Contractor must submit requested documentation within five (5) days from the City's written request.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.18 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 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/home/showdocument?id=6036>.

## **2.19 Local Business Preference – N/A**

## **2.20 Disadvantaged Business Enterprise Preference – N/A**

## **2.21 Protest Procedure**

**2.21.1** Any 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 follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.22 Public Entity Crimes**

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not



submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.23 Subcontractors**

**2.23.1** 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/proposal 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.

**2.23.2** 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.

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

## **2.24 Bid Security – N/A**

## **2.25 Payment and Performance Bond – N/A**

## **2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of

coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse

in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

## **2.27 Insurance – Sub-Contractors**

Contractor shall require all 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.

## **2.28 Insurance for Collection of Credit Card Payments – N/A**

## **2.29 Award of Contract**

A. The City reserves the right to award this contract to three (3) Contractors (primary, secondary, tertiary) in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City, to the lowest responsive, responsible Contractor(s). Unit prices must be stated in the line items. Contractor(s) do not need to bid on all groups, but it is necessary to bid on every item within the group. Contractor must provide the full quantity on all lines for which they are providing a bid response. The lowest awarded Contractor in an item or group can be considered the primary vendor and could receive the largest volume of work. It is therefore contingent upon the Contractor(s) to bid on every item within the group.

B. The City reserves the right to reject any Contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award.

C. The City reserves the right to inspect all facilities of any Contractor in order to make a determination as to the foregoing.

D. The City further reserves the right to consider a Contractor's history of not meeting established work schedules on prior bids and/or poor quality of material supplied specifically on prior bids.

E. The City reserves the right to consider a Contractor's history of deficiencies in the industry in determining a Contractor's responsibility and further reserves the right to declare the low Contractor not responsible if said deficiencies warrant such determinations.

F. The City also 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.

G. 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.

H. A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Contractor(s) that is determined to be in the City's best interests.

### **2.30 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.

### **2.31 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.

### **2.32 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 City decree, civil commotion, or industrial disturbance. 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:

**2.32.1** 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;

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

**2.32.3** 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

**2.32.4** 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.

### **2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

**2.34 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.

**2.35 Approved Equal or Alternative Product Bids – N/A**

**2.36 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire three (3) year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for two, additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 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.

**2.37 Cost – N/A**

**2.38 Service Test Period**

The City reserves the right to require a test period, within the first contract year, to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such a test period can include a thirty-day (30) review with Contract Coordinator, a ninety-day (90) follow up review with Contract Coordinator, a one-hundred-eighty (180) day performance evaluation with Contract Coordinator, and a two-hundred-seventy-four (274) day performant evaluation with Contract Coordinator. Such reviews and evaluations can 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 final performance evaluation will be conducted prior to the end of the test period and that final evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.39 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.

**2.40 Contractor Performance Reviews and Ratings**

The department of Parks and Recreation shall designate a Contract Coordinator to perform a quarterly Contractor performance review and rating 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 contact.  |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements, consistent with 3.15 below.<br>This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

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

**2.41 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the 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.

**2.42 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.43 Condition of Trade-In Equipment – N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls – N/A**

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid 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.

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB 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 ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, 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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY**



**CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE,  
FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**2.51 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **3.1 GENERAL INFORMATION**

- A. The Contractor must furnish all trees, palms, plants, labor, management, supervision, trucks, tractors, trailers, sod cutters, stump grinder, shovels, rakes, brooms, hand trimmers, hand saws, water hoses, water tanks, water trucks, staking poles and attachments, personal protection equipment (PPE), Temporary Traffic Control (Maintenance of Traffic), gas, oil, and any other equipment necessary to provide the services as specified within this contract.
- B. Ground cover plants are based on pot size, field grown palm trees are based on clear trunk size. The City does not use every tree, palm or plant in every size. The line items represent the sizes the City utilizes regularly and/or that are applicable to the type of plant.
- C.. The Contractor bidding on tree, palm, and plant material supply-and-pick-up shall provide the cost of listed trees, palms, and plants on a supply and pick-up basis at the contracted rates for that specified size and species during the term of this contract (minimum purchase of 100 items).
- D. The Contractor bidding on tree, palm, and plant material supply-and-delivery shall provide the cost of listed trees, palms, and plants on a supply and delivery basis at the contracted rates for that specified size and species during the term of this contract (minimum purchase of 100 items).
- E. The Contractor bidding on tree, palm, and plant material supply-delivery-and-install shall provide the cost of listed trees, palms, and plants on a supply, delivery, and installation basis at the contracted rates for the specified size and species during the term of this contract (minimum purchase of 100 items).

### **3.2 CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall provide sufficient employees to perform safe, correct, thorough, and expeditious work.
- B. The Contractor shall provide employees who present a neat, clean, and well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of the contract and while on City property.
- C. The City may request the Contractor to remove any Contract employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
- D. All work shall be performed no earlier than 7 a.m. and no later than 7 p.m., Monday through Thursday. Exceptions to this schedule can only be made with the prior approval of the City.
- E. The Contractor shall provide communication by email. Email communication is the only form of communication to be considered official and binding. Any verbal or text communication shall not be considered official nor binding. Any verbal or text communication shall be supported by email to be considered official and binding. The City will not be held responsible for the Contractor acting according to verbal or text communication.

- F. The Contractor shall use the same email thread for each formal order. The City shall start the email with a subject and request for quote. The Contractor shall use the same email thread for each formal order. The Contractor shall neither begin a new thread nor combine subjects. An email thread is an email message that includes a running list of all the succeeding replies starting with the original email. The replies are arranged visually near the original message, usually in chronological order from the first reply to the most recent.
- G. The Contractor shall provide a qualified foreman to supervise each crew. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this proposal.
- H. The Contractor's management or supervisory employees must be always available by mobile phone. The Contractor shall provide the City with a list of all supervisory employees assigned to the contract. The list shall include the first and last names, direct company telephone number, direct company mobile telephone number, and direct company email address of each supervisory employee who is assigned to the contract. The Contractor shall be responsible for keeping this list up to date during the contract's term.
- I. The Contractor shall plainly identify all vehicles with the Contractor's company name and all required business markings. The Contractor shall plainly identify all materials and equipment.
- J. The Contractor shall not leave any vehicles, materials, or equipment on site after hours or overnight unless prior arrangements and written approval have been obtained from the City.
- K. The Contractor shall provide and correctly implement all Temporary Traffic Controls (maintenance of traffic) on streets located in the City, in accordance with FDOT requirements.
- L. The Contractor shall maintain all equipment in safe operating condition and in accordance with equipment manufacturer specifications.
- M. The Contractor shall be responsible for any loss of materials or equipment due to accidents, misuse, theft, vandalism, etc. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City.
- N. The Contractor shall be responsible for all damage to irrigation parts. When an irrigation break occurs:
  - 1. The Contractor shall shut off water source.
  - 2. The Contractor shall notify the City immediately.
  - 3. The Contractor shall make repairs within twenty-four (24) hours of damage.
  - 4. The Contractor shall contact the City once repairs are made.
  - 5. The City shall verify with Contractor those repairs are acceptable.
  - 6. If not acceptable, the City will repair and invoice the Contractor.
- O. The Contractor shall repair or replace, at their own expense, any City property damaged by the Contractor. This shall include, but is not limited to trees, palms, turf grass, plant material, lighting, signs, curbs, pavers, hardscape, etc.
- P. In accordance with Section 17-7.7 of the City of Fort Lauderdale Code of Ordinances, landscaping and power tools or motorized equipment shall not be operated before 7am or after 7pm Monday through Friday.

- Q. In accordance with Section 24-7 of the City of Fort Lauderdale Code of Ordinances, no grass, weeds, leaves, branches, fronds, trash, debris, etc. shall be blown, swept, scattered, thrown, dumped, or piled into any road, street, street gutter, storm drain, sidewalk, beach of the Atlantic Ocean, beach or bank of any river, stream, or waterbody. Only grass clippings may be blown back onto the cut grass or must be raked up and removed where blowing is not reasonable.

### **3.3 ORDERING, SCHEDULING, INSPECTION, COMPLETION, AND FINAL ACCEPTANCE REQUIREMENTS**

- A. The City shall request a quote from the Contractor including the quantity, size, species, address (if applicable), delivery method, and date of service.
1. For tree, palm, and plant material supply-and-pick-up, the City shall make request at least ten (10) working days in advance of desired pick-up date. The Contractor shall supply trees, palms, and plant materials for pick up on or before the desired pick-up date.
  2. For tree, palm, and plant material supply-and-delivery, the City shall make request at least two (2) work weeks in advance of desired delivery date. The Contractor shall supply and deliver trees, palms, and plant materials on or before the desired delivery date.
  3. For tree, palm, and plant material supply-delivery-and-install, the City shall make request at least three (3) work weeks in advance of desired installation date. The Contractor shall supply, deliver, and install the trees, palms, and plant material on or before the desired installation date.
  4. The Contractor shall provide to the City a quote for the quantity, size, species, address (if applicable), delivery method requested, and installation schedule (if applicable) not later than three (3) working days from the date of the City's request for quote.
- B. The City shall provide a purchase order number to the Contractor within three (3) working days of receiving quote from the Contractor.
- C. The Contractor shall confirm the quantity, size, species, address (if applicable), delivery method, delivery date (if applicable), and installation schedule (if applicable) within two (2) working days of receiving the purchase order number.
- D. The City shall accept this confirmation. This confirmation formalizes the order and the Contractor shall perform as confirmed in formal order.
- E. The City shall pick up the plant material from the nursery (if applicable) on the date agreed in the formal order.
- F. The Contractor shall notify the City a minimum of twenty-four (24) working hours prior to delivery (if applicable).
- G. The Contractor shall contact the City no later than 8:00am on the working morning of the delivery, provide an estimated time of arrival to the address, and provide on-site Supervisor name and phone number.

- H. The Contractor shall immediately notify the City in the event of any scheduling delays.
- I. The Contractor shall not unload any trees, palms, or plants at any delivery location prior to inspection and acceptance by the City, unless allowed in official order.
- J. The City shall inspect all trees, palms, and plant material upon delivery and prior to acceptance.
  - 1. Trees, palms, and plant material found to be non-compliant with contract specifications shall be refused. The City shall have no liability for any costs associated with such refusal and removal of plant material from the delivery site. Contractor shall promptly replace any unacceptable materials with a product that is in compliance with contract specifications.
  - 2. Trees, palms, and plant material found to be compliant with contract specifications shall be accepted by the City and the City will give permission to proceed with unloading and installation (if applicable).
- K. The Contractor shall notify the City when installation is complete. A complete installation shall mean all trees, palms, and plant material included in the formal order have been installed as per contract specifications. Partial inspections shall not be considered a completion inspection.
- L. The City shall inspect the installation and issue to the Contractor either a final acceptance or a correction notice within twenty-four (24) working hours of completion notice.
  - 1. The final acceptance notice closes the project and transfers ownership of project from the Contractor to the City. Until the final acceptance is given, the contractor is responsible for the supplied trees, palms, and plant material.
  - 2. The correction notice lists items to be corrected by the Contractor prior to the final acceptance. The Contractor shall complete the list of items on correction notice within forty-eight (48) working hours of the correction notice.
  - 3. The Contractor shall notify the City when items have been corrected.
  - 4. The City will re-inspect the installation and issue to the Contractor either a final acceptance notice or a correction notice within twenty-four (24) working hours of correction notification.

### **3.4 TREE, PALM, AND PLANT MATERIAL SPECIFICATIONS**

- A. All trees, palms, and plant material supplied in this contract shall be Florida #1 grade or better, as referenced in the Florida Department of Agriculture and Consumer Services, Florida Grades and Standards of Nursery Plants, 2022.
- B. All trees and palms supplied in this contract shall have healthy root systems with no circling, girdling, or plunging roots.
- C. All trees, palms, and plant material shall have a root ball such that the trunk will slightly bend when gently pushed; the root ball stays intact and does not pivot.

- D. All trees, palms, and plant material supplied shall be provided at an equal height, unless agreed and specified as such in formal order.

### **3.5 TREE, PALM, AND PLANT MATERIAL SUPPLY AND PICK-UP REQUIREMENTS**

- A. Trees, palms, and plant materials shall be made available for City pick up on the date confirmed in the official order.
- B. The contractor shall make available for City pick up at the Contractor's plant nursery location the trees, palms, and plant materials included in formal order.
- C. The Contractor shall advise the City immediately with any supply delay. The City reserves the right to cancel any orders, or part thereof, without obligation of pick-up supply is not in accordance with the formal order. The City shall have no liability for any costs associated with such refusal.
- D. The City shall inspect all trees, palms, and plant material prior to loading.
  - 1. Trees, palms, and plant material found to not be in compliance with contract specifications shall be refused. The City shall have no liability for any costs associated with such refusal Contractor shall promptly provide replacements of any unacceptable materials with a product that is in compliance with contract specifications.
  - 2. Trees, palms, and plant material found to be in compliance with contract specifications shall be accepted by the City and the City will give permission to proceed with loading.
  - 3. The Contractor shall load material onto City's vehicle.

### **3.6 TREE, PALM, AND PLANT MATERIAL SUPPLY AND DELIVERY REQUIREMENTS**

- A. The Contractor supply and deliver the trees, palms, and plant material to location provided in formal order.
- B. The Contractor shall transport all trees, palms, and plant material in an open-air vehicle and shall cover with a tightly secured cloth to prevent sunburn and to lessen transpiration.
- C. The Contractor shall tie all trees and palms securely to the vehicle to prevent root ball damage from rolling around in the vehicle during transport.
- D. The Contractor shall lift trees only by root balls using cloth slings.
- E. The Contractor shall tie together all palm fronds to prevent leaf damage and facilitate handling. Palms with slender trunks, heavy crowns, and/or soft wood shall have splints attached to trunks and leaf bundles to prevent breakage. Palms shall be well supported for their entire length to prevent cracking.
- F. The Contractor shall advise the City immediately with any delivery delay. The City reserves the right to cancel any orders, or part thereof, without obligation of delivery if delivery is not made in accordance with the formal order. The City shall have no liability for any costs associated with such refusal and removal of plant material from the delivery site.
- G. The Contractor shall have a supervisor on site at all times.
- H. The City shall inspect all trees, palms, and plant material upon delivery and prior to unloading.
  - 1. Trees, palms, and plant material found to be non-compliant with contract specifications shall be refused. The City shall have no liability for any costs associated with such refusal

and removal of plant material from the delivery site. Contractor shall promptly replace any unacceptable materials with a product that is in compliance with contract specifications.

2. Trees, palms, and plant material found to be compliant with contract specifications shall be accepted by the City and the City will give permission to proceed with unloading.
3. The Contractor shall not unload any trees, palms, or plant material at any delivery location prior to inspection and acceptance by the City.

### **3.7 TREE, PALM, AND PLANT MATERIAL SUPPLY, DELIVERY, AND INSTALLATION REQUIREMENTS**

- A. The Contractor shall meet with the City on site to review tree, palm, and plant material installation, if required by the City.
- B. The Contractor shall supply, deliver, and install the trees, palms, and plant material to location provided in formal order.
- C. The Contractor is responsible to notify Sunshine 811 and to follow requirements of Sunshine 811 ticket submittal prior to beginning installation. The Contractor is responsible for knowing the location of and avoiding utilities and shall dig with care. The Contractor shall be solely responsible for acting in accordance with Sunshine 811 requirements and shall be solely responsible for any damage to utilities and subsequent repair costs from installation activities.
- D. The Contractor shall transport all trees, palms, and plant material in an open-air vehicle and shall cover with a tightly secured cloth to prevent sunburn and to lessen transpiration.
- E. The Contractor shall tie all trees and palms securely to the vehicle to prevent root ball damage from rolling around in the vehicle during transport.
- F. The Contractor shall lift trees only by root balls using cloth slings.
- G. The Contractor shall tie together all palm fronds to prevent leaf damage and facilitate handling. Palms with slender trunks, heavy crowns, and/or soft wood shall have splints attached to trunks and leaf bundles to prevent breakage. Palms shall be well supported for their entire length to prevent cracking.
- H. The Contractor shall notify the City immediately with any installation delay. The City reserves the right to cancel any orders, or part thereof, without obligation of installation if installation is not made in accordance with the formal order. The City shall have no liability for any costs associated with such refusal and removal of plant material from the installation site.
- I. The City shall inspect all trees, palms, and plant material upon delivery and prior to unloading.
  1. Trees, palms, and plant material found to be non-compliant with contract specifications shall be refused. The City shall have no liability for any costs associated with such refusal and removal of plant material from the installation site. Contractor shall promptly replace any unacceptable materials with a product that is in compliance with contract specifications.
  2. Trees, palms, and plant material found to be compliant with contract specifications shall be accepted by the City and the City will give permission to proceed with installation.

- J. The Contractor shall not unload any trees, palms, or plant material at any installation location prior to inspection and acceptance by the City.
- K. Prior to any installation, the Contractor shall clear and remove from the area to be planted dead plant material, dead sod, weeds, rocks, palm fronds, branches, mulch, trash, litter, debris, etc. The Contractor is responsible for the proper disposal of such items; such items shall not be deposited into City of privately owned trash receptacles or dumpsters. This is not considered Additional Living Plant Removal and shall not be considered an additional billing item as per 3.11 of this contract.
- L. The Contractor shall install all trees, palms, and plant material in accordance with American National Standard Institute A300 (Part 6) *Tree, Shrub, and Other Woody Plant Management - Standard Practices (Planting and Transplanting)* 2012; and International Society of Arboriculture Best Management Practices *Tree Planting*, Second Edition, 2014. (refer to Figure 1.) This shall include, but not be limited to:
  - 1. Look around and avoid conflict with underground and aboveground utilities.
  - 2. Dig shallow and wide planting hole.
  - 3. Uncover and find the topmost root, remove excessive soil, and treat root defects.
  - 4. Carefully place tree, palm, and/or plant in hole.
  - 5. Position top roots two inches (2") above grade.
  - 6. Straighten tree, palm, and/or plant and remove all synthetic materials.
  - 7. Add and firm backfill soil. Create berm at edge of planting hole for trees and palms.
  - 8. Prune for structural corrections, if needed.
  - 9. Stake all trees and palms, and for all plant material larger than 15 gallon or as required for 15 gallon and less.
  - 10. Install trunk guard on tree and/or palm.
  - 11. Water tree, palm, and plant material.
- M. The Contractor shall remove and properly dispose of all rocks and debris overturned while digging prior to backfilling planting areas.
- N. The Contractor shall create a berm at least four inches (4") tall and eight inches (8") wide around the planting hole on all trees and palms after installation.
- O. The Contractor shall provide and install staking on all trees and palms. Staking for trees less than three inches (3") in caliper shall be three (3) two-by-two (2x2) wood lodge poles driven through the backfill soil into the undisturbed landscape soil and fastened to tree using a two-inch (2") webbing strap (refer to Figure 2). Staking for palms and for trees three inches (3") in caliper and greater shall be a minimum of three (3) two-by-four (2x4) wood braces attached to wood batten on trunk, secured to ground with wood stake (refer to Figure 3).
- P. The Contractor shall provide and install a trunk guard on all trees and palms. Trunk Guard shall be ArborGard+ 9"™ or equivalent, as approved by the City (t to Figure 4).
- Q. The Contactor shall provide water for all trees, palms, and plant material at time of installation and shall continue to provide water for all trees, palms, and plant material until the City issues a final acceptance notice after the City's final inspection. The Contractor shall be responsible for the source, method, and materials needed for application of water.
- R. Watering at time of installation shall include plunge watering to remove air pockets followed by one (1) gallon of water per inch of trunk diameter for trees, palms, and plant material with trunks



smaller than two inches (2"); two (2) gallons of water per inch of trunk diameter for trees, palms, and plant material with trunks two inches (2") and greater.

- S. Continuous water shall be provided daily at one (1) gallon of water per inch of trunk diameter for trees, palms, and plant material with trunks smaller than two inches (2"); two (2) gallons of water per inch of trunk diameter for trees, palms, and plant material with trunks two inches (2") and greater. This required water is not considered Additional Watering for Establishment and shall not be considered an additional billing item as per 3.12 of this contract.
- T. The Contractor shall rinse, rake, sweep, and/or blow to leave installation site in a safe, clean, and aesthetically pleasing condition prior to leaving each day and at the completion of the installation.

### **3.8 FREQUENCY OF TREE, PALM, AND PLANT MATERIAL INSTALLATIONS**

- A. If, due to inclement weather or other acts of nature, the service is not performed according to schedule, make-up servicing shall be rescheduled as soon as possible. The City reserves the right to revise the installation frequency for weather, fiscal, or budgetary reasons.

### **3.9 INSTALLATION AREAS OF RESPONSIBILITY**

The contractor shall be responsible for supply, deliver, and install trees, palms, and plant material for the following locations within the City of Fort Lauderdale. Additional locations may be added as required.

4201 N. Ocean Blvd, 4201 N. Ocean Blvd  
520 SW 31st Ave, 520 SW 31st Ave  
SW 5th Ct and SW 12th Ave  
Ann Herman Park, 1760 SW 29th Ave  
Ann Murray Greenway, SW 7th Ave/New River  
Annie Beck Park, 100 N. Victoria Park Rd  
Bass Park, 2750 NW 19th St  
Bass Park Pool, 2750 NW 19th St  
Bayview Drive Canal Ends, Bayview Drive and NE 15th Street  
Bayview Park, 4401 Bayview Dr  
Beach Community Center, 3351 NE 33rd Ave  
Benenson Park, 1330 SW 33rd Ter  
Bennett Elementary School, 1755 NE 14th St  
Bill Keith Preserve, 1720 SW 17th St  
Bryant Peney Park, 2100 SW 4th Ave  
Bubier Park, 32 E. Las Olas Blvd  
Canine Beach, 1269 N. Fort Lauderdale Beach Blvd  
Carter Park, 1450 W. Sunrise Blvd

Carter Park Pool, 1450 W. Sunrise Blvd  
City Hall, 100 North Andrews Avenue  
Cliff Lake Park, 1331 SE 12th Way  
Colee Hammock Park, 1500 Brickell Dr  
Cooley's Landing, 450 SW 7th Ave  
Coontie Hatchee Park, 1116 SW 15th Ave  
Coral Ridge Park, 2401 NE 27th Ter  
Cortez Passive Park, Seabreeze Blvd and Castillo St  
Cox's Landing, 1784 SE 15th St  
Croissant Park, 245 W. Park Dr  
Croissant Park Pool, 245 W. Park Dr  
Cypress Creek Sand Pine Preserve, 6200 NW 21st Ave  
D.C. Alexander Park, 501 S. Fort Lauderdale Beach Blvd  
Dottie Mancini Park, 6520 NE 22nd Ave  
Dr. Elizabeth Hays Civic Park, 3781 Riverland Rd  
Earl Lifshey Park, 3054 N. Ocean Blvd  
Esplanade Park, 400 SW 2nd St  
Esterre Davis Wright Park, 1626 SW 23rd St  
Evergreen Cemetery, 1300 SE 10th Ave  
Flamingo Park, 1600 SW 21st Way  
Floranada Park (Floranada Elementary School), 5251 NE 14th Way  
Floyd Hull Stadium, 2800 SW 8th Ave  
Fort Lauderdale Aquatic Center, 501 Seabreeze Blvd  
Fort Lauderdale Beach Dunes, Fort Lauderdale Beach  
Fort Lauderdale Beach Park, 1100 Seabreeze Blvd  
Fort Lauderdale Stadium, 1301 NW 55th St  
Francis L. Abreau Place, 899 N. Rio Vista Blvd  
George English Park, 1101 Bayview Dr  
George English Tennis Center, 1101 Bayview Dr  
Gore Betz Park, 1611 SW 9th Ave  
Greenfield Park, 2401 NE 8th St  
Guthrie Blake Memorial Park, 2801 SW 2nd St  
Harbordale Park, 1817 S. Miami Rd  
Hardy Park (Florence C. Hardy Park), 25 SW 9th St

Hector Park, 1001 SE 11th St  
Holiday Park, 1150 G. Harold Martin Dr  
Hortt Park, 1700 SW 14th Ct  
Huizenga Plaza, 32 E. Las Olas Blvd  
Idlewyld Park/Merle Fogg Park, 2600 E. Las Olas Blvd  
Imperial Point Entranceway, 5999 N. Federal Hwy  
Jack and Harriet Kaye Park, 1151 Bayview Dr  
Jimmy Evert Tennis Center, 701 NE 12th Ave  
Lake Park Linear Estates, NE 27th Ave and NE 59th St  
Landings Entranceway, 5500 N. Federal Hwy  
Las Olas Oceanside Park, 3000 E. Las Olas Blvd  
Lauderdale Manors Park, 1340 Chateau Park Dr  
Lauderdale Manors Park Pool, 1340 Chateau Park Dr  
Lauderdale Memorial Park Cemetery, 2001 SW 4th Ave  
Lauderdale Villas Entranceway, 901 NW 14th Ct  
Laura Ward Plaza, 420 SE 6th Ave  
Lewis Landing Park, 630 SW 9th Ave  
Lincoln Park, 600 NW 19th Ave  
Little Lincoln Park, NW 18th Ave and NW 6th St  
Lockhart Park, 1350 NW 55th St  
Loggerhead Park, 2690 N. Atlantic Blvd  
Lu Deaner Park, 2125 NE 33rd Ave  
Major William M. Lauderdale Park, 400 SW 11th Ave  
Mangurian Park, 3850 N. Federal Hwy  
Marshall Point, 401 SW 4th Ave  
Middle River Terrace Park, 1329 NE 7th Ave  
Mills Pond Park, 2201 NW 9th Ave  
Mitchell Family Park, 1311 Citrus Isle  
Morton Activity Center, 2890 SW 8th Ave  
New River/Downtown Docking, 2 S. New River Drive East  
Northeast Fort Lauderdale city properties, medians, and rights-of-way  
Northwest Fort Lauderdale city properties, medians, and rights-of-way  
North Fork Riverfront Park, 200 NW 18th Ave  
Osswald Park, 2220 NW 21st Ave

Osswald Park Splash Pad, 2220 NW 21st Ave  
Palm Aire Park, 3352 NW 63rd St  
Palm Aire Village Park, 6401 NW 21st Ave  
Peter Feldman Park, 310 NE 6th St  
Poinciana Park, 401 SE 21st St  
Police Department, 1300 West Broward Blvd  
Provident Park, 1412 NW 6th St  
Purple Pickle Park, 632 Middle River Dr  
Richard Mancuso Greenway, 800 SE 2nd St  
Riverland Park, 950 SW 27th Ave  
Riverland Park Pool, 950 SW 27th Ave  
Riverland Preserve, 2681 Riverland Rd  
Riverland Woods Park, 3950 Riverland Rd  
Riverside Park, 555 SW 11th Ave  
Riverwalk Linear Park, 20 N. New River Dr  
Sailboat Bend Preserve, SW 14th Ave and SW 14th Way  
Sara Horn Greenway, SW 8th Ave and SW 11th St  
Shirley Small Community Park, 1230 SW 34th Ave  
Sistrunk Park, 200 NW 6th St  
Smoker Park, 501 S. New River Drive E  
Snyder Park, 3299 SW 4th Ave  
Southeast Fort Lauderdale city properties, medians, and rights-of-way  
Southwest Fort Lauderdale city properties, medians, and rights-of-way  
South Intracoastal Park, 80 Las Olas Circle  
South Middle River Park, 1718 NW 6th Ave  
South Side Cultural Arts Center, 701 S. Andrews Ave  
Stranahan Landing, 500 S. New River Dr E  
Stranahan Park, 10 E. Broward Blvd  
Sunset Memorial Gardens Cemetery, 3201 NW 19th St  
Sunset Park, 3775 SW 16th St  
Sweeting Park, 433 NW 23rd Ave  
Tarpon Cove Park, 804 SW 11th St  
Tarpon River Park, 50 SW 11th Ct  
Townsend Park, 1400 Argyle Dr

Tranquility Park, 1015 E. Sunrise Blvd  
Twin Lakes North Park, 4600 Twin Lakes Blvd  
Victoria Park, 2 N. Victoria Park Rd  
Virginia Shuman Young Elementary, 101 NE 11th Ave  
Virginia Young Park, 1000 SE 9th Ave  
Vista Park, 2851 N. Atlantic Blvd  
Walker Park (Walker Elementary School), 1001 NW 4th St  
Warbler Wetlands, 2100 NW 49th St  
Warfield Park, 1000 N. Andrews Ave  
Waverly Property, 1016 Waverly Rd  
Welcome Park, 2402 S. Federal Hwy  
Westwood Heights Triangle Park , 801 SW 28th Ave  
Willingham Park, 2100 N. Atlantic Blvd  
Woodlawn Cemetery, 1936 NW 9th St

### **3.10 SOIL AMENDMENT**

The City may require the existing soil to be amended with a commercial grade 60/40 soil mix. The Contractor shall supply this soil, spread a minimum depth of six inches (6”) over specified area, and turn into the existing soil to a minimum depth of twelve inches (12”) using the scoop-and-dump technique. Soil amendment shall be approved by the City and priced separately as an additional service (refer to Bid Schedule Form).

### **3.11 ADDITIONAL LIVING PLANT MATERIAL REMOVAL**

A. The City may require additional existing living sod and/or additional existing living plant material to be removed prior to installation. The Contractor shall be responsible to completely remove, including root balls, existing living sod and existing living plant material at the request of the City. The Contractor is responsible for the proper disposal of existing living sod and/or existing plant material; such items shall not be deposited into City of privately owned trash receptacles or dumpsters. Plant removal shall be approved by the City and priced separately as an additional service (refer to Bid Schedule Form).

1. The Contractor shall recognize that this additional service does not apply to the required clearing and removal of dead plant material, dead sod, weeds, rocks, palm fronds, branches, mulch, trash, litter, debris, etc. from the area to be installed, as stated above in 3.7.K

### **3.12 ADDITIONAL WATERING FOR ESTABLISHMENT**

A. The City may require additional watering for tree, palm, plant material, and/or sod establishment. The Contractor shall provide water for all trees, palms, and plant material. The Contractor is responsible for the source, method, and materials needed for application of water. Additional watering shall be approved by the City and priced separately as an additional service (refer to Bid Schedule Form).

1. Watering shall be applied as follows:
  - a. one (1) gallon of water per inch of trunk diameter for trees, palms, and plant material with trunks smaller than two inches (2”)

- b. two (2) gallons of water per inch of trunk diameter for trees, palms, and plant material with trunks two inches (2") and greater.
- 2. The Contractor shall recognize that this additional service does not apply to the required watering as stated above in 3.7.Q.

**3.13 ADDITIONAL DECORATIVE ROCK**

The City may require additional decorative rock in the landscape. The decorative rock shall be one and one-half inch (1 1/2 ") or medium sized brown colored egg rock. The Contractor shall supply, deliver, and install this decorative rock, spreading it to a minimum level depth of three inches (3") over specified area. Decorative rock shall be approved by the City and priced separately as an additional service (refer to Bid Schedule Form).

**3.14 ADDITIONAL PINE STRAW**

The City may require additional pine straw in the landscape. The Contractor shall supply, deliver, and install rectangle Slash Pine straw bales, spreading it to a minimum level depth of two inches (2") over specified area. Slash Pine straw rolls are not acceptable. Slash Pine straw shall be approved by the City and priced separately as an additional service (refer to Bid Schedule Form).

**3.15 FAILURE TO PERFORM**

Any one or a combination of the below statements must be documented by the department and be true for just cause for contract termination:

- A. Consistent delays from the Contractor with any portion of the requirements in this contract shall be just cause for contract termination.
- B. Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for contract termination.
- C. The City, upon failure of the Contractor to appear and perform as described, or not complete all activities as required and as provided herein, may apply the assessment of damages, as described below, and such damages shall be considered a liquidation of damages sustained; failure of the Contractor to appear and perform the duties of this contract without the advance approval of the City shall result in the deduction, as described below, of the total cost of the service from the invoice.
  - a. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Deductions may be applied in accordance with the Contractor's bid proposal form "prices." A full deduction "price" may be levied against the Contractor each time services are not performed in full accordance with work specifications. Such deductions may continue until said work is properly performed or the contract is cancelled. Acknowledgment and agreement shall be given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, a penalty.

### **3.15 GROUPS FOR THE PLANTS**

Group A – Trees, Palms and Plant Material for Supply and Pick-up

Group B – Trees, Palms and Plant Material for Supply and Delivery

Group C – Trees, Palms and Plant Material for Supply, Delivery and Installation

Group D - Trees, Palms and Plant Material for Tree Give-away, Supply and Delivery only

Additional Services – Additional Soil Amendment

- Additional Living Plant Removal
- Additional Watering
- Additional Decorative Rock
- Additional Pine Straw

*\*\* The additional services line comments reference the section in the technical specs where we describe what is needed*

*END OF SECTION*

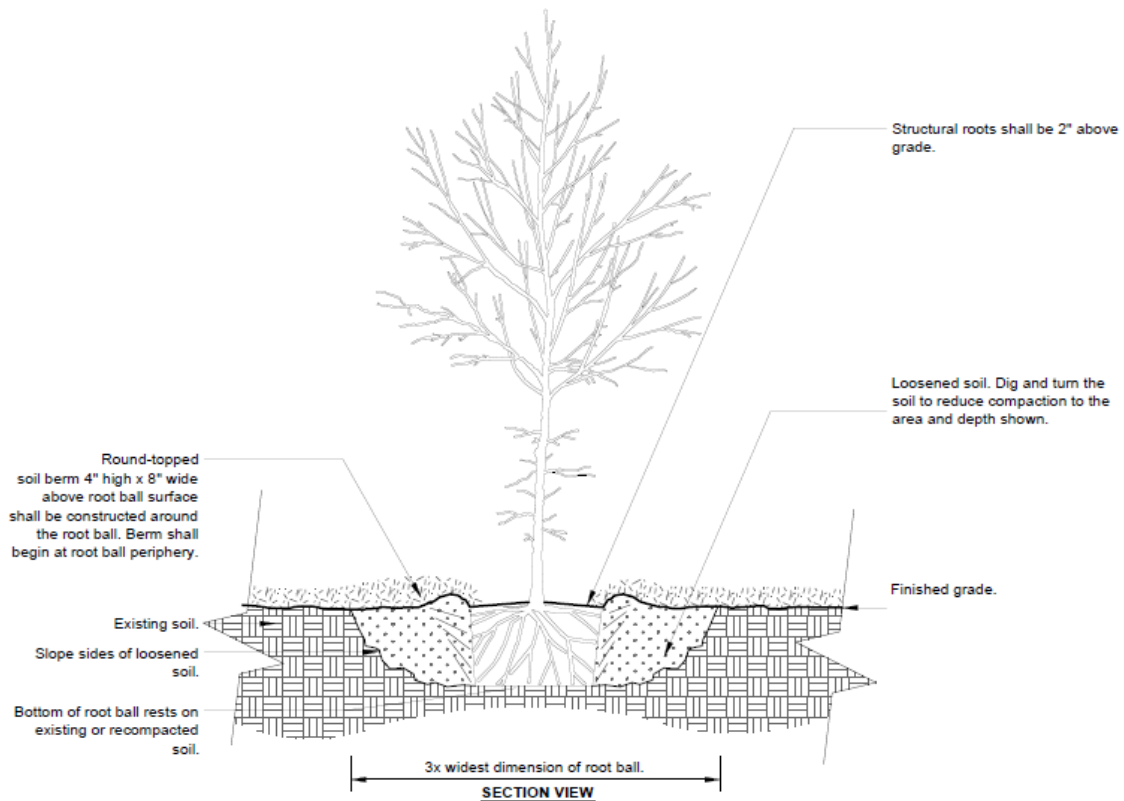


Figure 1

**TREE, PALM, AND PLANT MATERIAL INSTALLATION**

URBAN TREE FOUNDATION © 2014  
OPEN SOURCE FREE TO USE



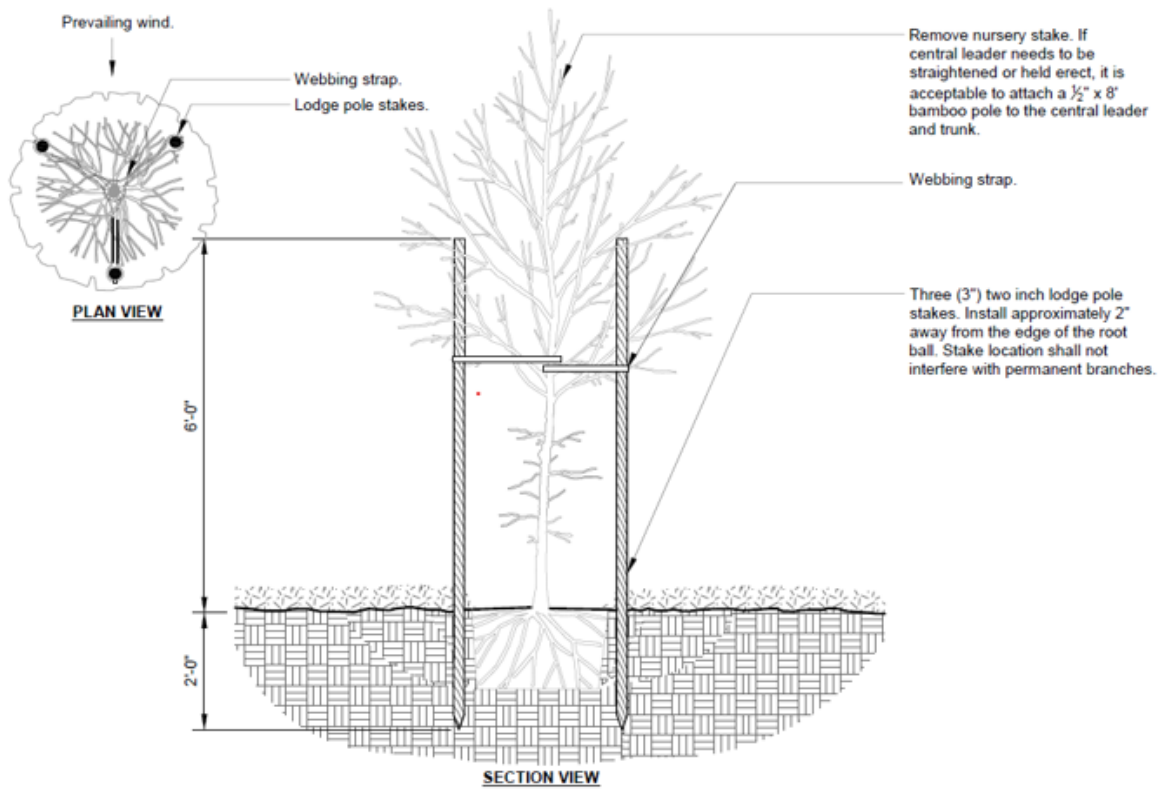
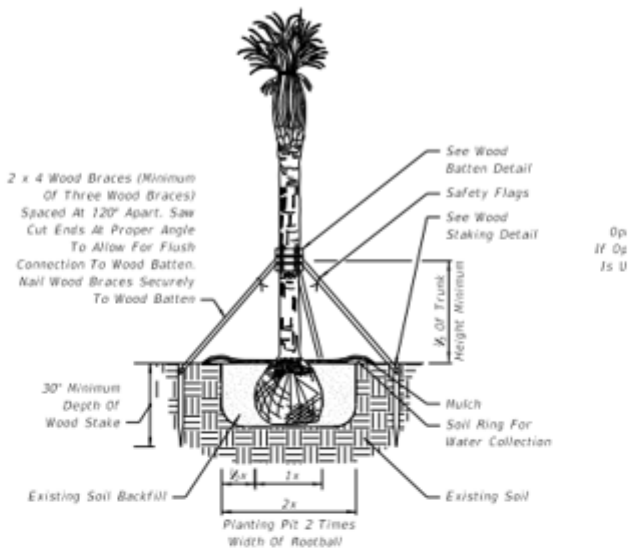


Figure 2 TREE STAKING

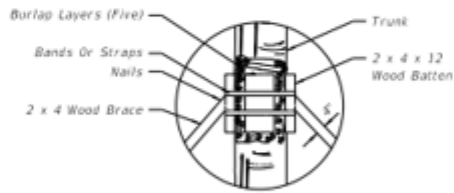
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NOTE: For All Other Palms, Use Detail Provided  
By Landscape Architect In Contract Plans.

**CABBAGE PALM PLANTING  
FOR UP TO 24' CLEAR TRUNK**



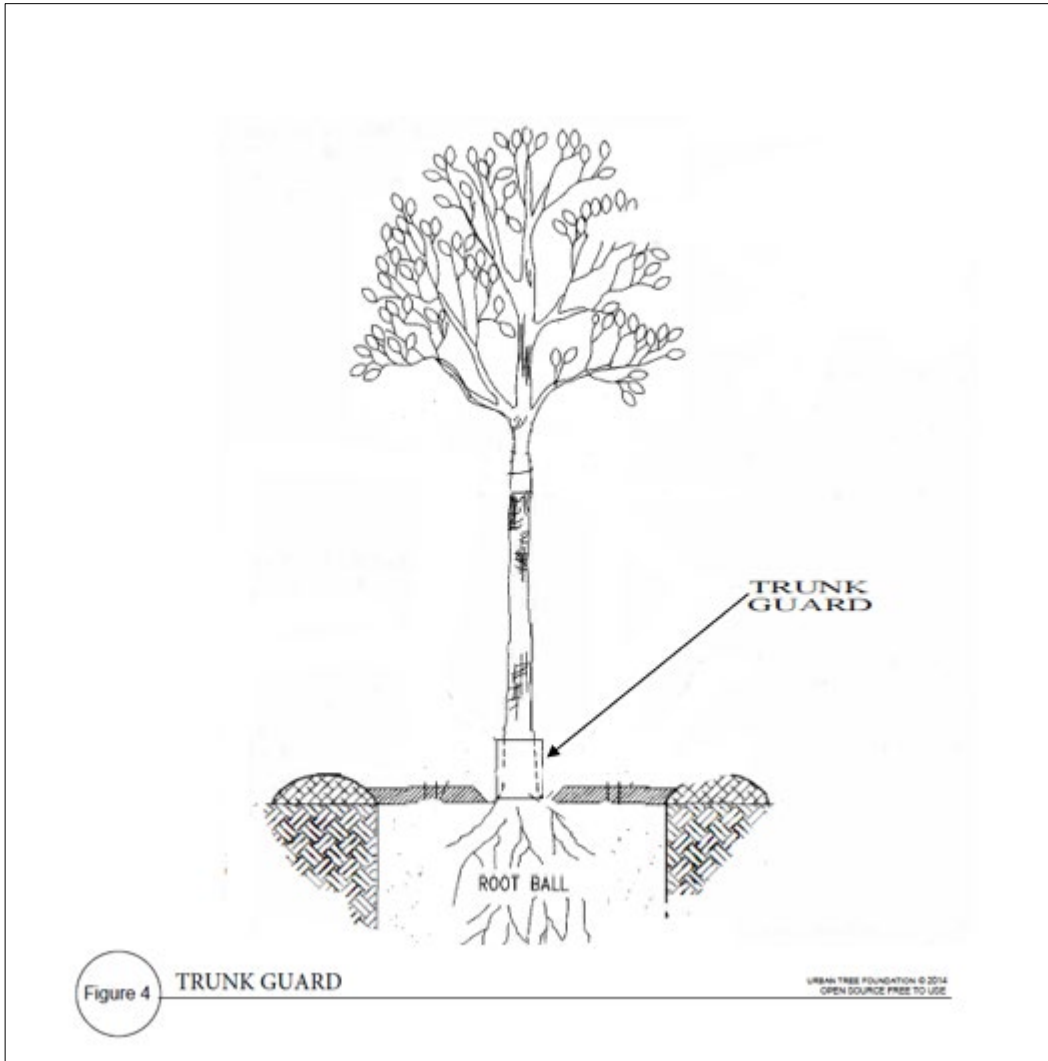
**WOOD BATTEN DETAIL**



Figure 3

**TREE AND PALM STAKING FOR 3" AND GREATER**

URBAN TREE FOUNDATION © 2014  
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*END OF SECTION*

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions 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), Request for Qualifications (RFQ), 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.
- 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.

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.

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:** As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," 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 (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2022), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), 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 its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

**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 cashier's 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 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. In addition, 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 exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **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:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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.

- 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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 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.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



**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.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

\_\_\_\_ Visa

---

Company Name

---

Name (Printed)

---

Signature

---

Title

---

Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_



**REFERENCES**

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

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

| Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued |
|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|
| _____        | _____       | _____        | _____       | _____        | _____       | _____        | _____       |
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**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# Amendments To This Event (5,000 row record limit)

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| Version Number | Version Date           | Comment  |
|----------------|------------------------|--|
| 1              | 12/05/2023 11:11:13 AM | This amendment extended the closing date to 12/8/2023 at 2 p.m. All other terms and conditions remain the same.  |
| 2              | 12/08/2023 11:51:56 AM | This Amendment extended the closing date to 12/11/2023 at 2 p.m. All other terms and conditions remain the same. |
| 3              | 12/11/2023 01:17:11 PM | This amendment extended the closing date to 12/12/2023 at 2 p.m. All other terms and conditions remain the same. |



# Question and Answer

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**Company:** 10

**Event #:** 205-3

**Event Name:** Trees, Palms and Plants

**Supplier:** 296

**Supplier Name:** Gardening Angel Nursery Inc.

**Supplier Contact:** 1

**Supplier Contact Name:** Andrew Bartoszek

**Date Received:** 11/07/2023 07:39:20 AM

**Date Answered:** 11/08/2023 11:18:31 AM

**Question:** 2.6 Over the length of the contract are there any provisions for price increases e.g. CPI figures ?

2.7 Must all invoices for work done during a particular month be presented at the same time?

**Answer:** There is no cost adjustment allowance.

# Question and Answer

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**Company:** 10

**Event #:** 205-3

**Event Name:** Trees, Palms and Plants

**Supplier:** 296

**Supplier Name:** Gardening Angel Nursery Inc.

**Supplier Contact:** 1

**Supplier Contact Name:** Andrew Bartoszek

**Date Received:** 11/07/2023 08:05:30 AM

**Date Answered:** 11/08/2023 11:17:04 AM

**Question:** 2.7 Must all invoices created during the month be presented at the same time?

**Answer:** Each project will be quoted at the start, and invoiced at the completion. Invoices are not monthly, they are invoiced according to the completion of each project. There may be several projects happening at the same time.

# Question and Answer

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**Company:** 10

**Event #:** 205-3

**Event Name:** Trees, Palms and Plants

**Supplier:** 296

**Supplier Name:** Gardening Angel Nursery Inc.

**Supplier Contact:** 1

**Supplier Contact Name:** Andrew Bartoszek

**Date Received:** 11/10/2023 08:34:22 AM

**Date Answered:** 11/15/2023 05:31:50 PM

**Question:** There are approximately 10-12 listed palm species whose specifications are either unattainable or unavailable short of collection from non-nursery locations. What is the procedure for these palms? #249-252 is one example.

**Answer:** All palms in all sizes and specifications are palms the City may need. It is up to the vendor to get them. They do not need to come from nurseries.

# Question and Answer

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**Company:** 10

**Event #:** 205-3

**Event Name:** Trees, Palms and Plants

**Supplier:** 2447

**Supplier Name:** Go Materials Inc.

**Supplier Contact:** 1

**Supplier Contact Name:** Marc Elliott

**Date Received:** 11/20/2023 08:08:02 PM

**Date Answered:** 11/21/2023 12:11:54 PM

**Question:** For Group A items, what is the procurement radius within which the city will travel to pick up the material? Must each Group A order be collected at a single location or can an order comprise multiple pick-up locations?

**Answer:** City staff will travel up to 50 miles from zip code 33316 to pick up plants. Staff will pick up from multiple locations if needed for the order as long as they are in the same area or along the way.