

**AGREEMENT FOR  
TURF GRASS MAINTENANCE – FIRE, PARKING, UTILITY PLANTS**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **C & M Landscaping, Inc., a Florida profit corporation**, (“Contractor” or “Company”), whose address is **1548 NW 12<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311 Email: candmlandscapinginc@gmail.com; Phone: 954-471-8205** (collectively “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Solicitation No. 12572-523 – Turf Grass Maintenance - Fire, Parking, Utility Plants**, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated **September 19, 2021** (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated \_\_\_\_\_, 2021 and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved

by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on January 5, 2022, and shall end on January 4, 2023. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in

the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

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 the Contractor's 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 from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not 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 exposure, 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.

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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the City's officers, 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 Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, 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.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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 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 Agreement 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/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 North Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of 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.

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.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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.

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.

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.

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and

shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement

of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in



the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either Party against the other Party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event

of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.  
**THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties, or their respective designee, and approved by the City Commission whenever required in compliance with the City Charter and Code of Ordinances.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

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

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

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

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.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), 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 (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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 (2021), 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 Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, 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 Agreement, 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.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, 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.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall

maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

#### **EE. Notices.**

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM  
City Manager  
City Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to: Alain Boileau  
City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

AS TO CONTRACTOR: C & M Landscaping, Inc.  
ATTN: Clinton L. Whaley  
1548 NW 12 Terrace  
Fort Lauderdale, FL 33311

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

**CITY OF FORT LAUDERDALE**, a Florida municipality

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form:  
ALAIN E. BOILEAU, City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

WITNESSES:

**C & M LANDSCAPING, INC.**, a Florida profit corporation

\_\_\_\_\_  
**Signature**

By: \_\_\_\_\_  
Clinton Whaley, President

\_\_\_\_\_  
**Print Name**

(CORPORATE SEAL)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Clinton Whaley** as **President** for **C & M Landscaping, Inc., a Florida profit corporation**.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## **Solicitation 12572-523**

### **Turf Grass Maintenance - Fire, Parking, Utility Plants**

#### **Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12572-523

### Turf Grass Maintenance - Fire, Parking, Utility Plants

Bid Number **12572-523**  
 Bid Title **Turf Grass Maintenance - Fire, Parking, Utility Plants**

Bid Start Date **Sep 1, 2021 10:04:49 AM EDT**  
 Bid End Date **Sep 22, 2021 2:00:00 PM EDT**  
 Question & Answer End Date **Sep 15, 2021 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz, CPPB**  
**Procurement Administrator**  
**Procurement**  
**954-828-5949**  
**adiaz@fortlauderdale.gov**

Contract Duration **1 year**  
 Contract Renewal **3 annual renewals**  
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide Turf Grass Maintenance Services in the locations identified for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

**YOU MUST BID ON ALL LOCATIONS WITHIN A GROUP TO BE CONSIDERED FOR AWARD.**

**\*\*\*\*\*PRICES SHALL BE QUOTED PER SERVICE\*\*\*\*\***

**Bidder shall submit pricing for Mow & Weed Service and/or Hedge Trim Service (refer to Part III - Technical Specifications/Scope of Services)**

**Service frequency to be determined by City. Mow & Weed is approx. 26 services per year. Hedge trim is approx. 12 services per year.**

**For further information, go to [www.bidsync.com](http://www.bidsync.com)**

#### Item Response Form

Item **12572-523--01-01 - GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Mow & Weed**  
 Lot Description **GROUP 1 - ROWS & SWALES**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26****Description**

Building Services Center, 700 NW 19th Ave - map location #1

Item	<b>12572-523--01-02 - GROUP 1 - ROWS &amp; SWALES: Building Services Center, 700 NW 19th Ave...Hedge Service</b>
Lot Description	<b>GROUP 1 - ROWS &amp; SWALES</b>
Quantity	<b>6 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 6</b>

**Description**

Building Services Center, 700 NW 19th Ave - map location #2

Item	<b>12572-523--01-03 - GROUP 1 - ROWS &amp; SWALES: SW 1st Ave &amp; SW 16th St. median...Mow and Weed</b>
Lot Description	<b>GROUP 1 - ROWS &amp; SWALES</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 26</b>

**Description**

SW 1st Ave &amp; SW 16th St. median on both sides of railroad track - map location #4

Item	<b>12572-523--01-04 - GROUP 1 - ROWS &amp; SWALES: NE 3rd Ave from NE 16th St up to NE 17th Ct and NE 3rd Ave...Mow and Weed</b>
Lot Description	<b>GROUP 1 - ROWS &amp; SWALES</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 26</b>

**Description**

NE 3rd Ave from NE 16th St up to NE 17th Ct and NE 3rd Ave, Intersection only on east side of road (along fence line) - map location #5

Item	<b>12572-523--02-01 - GROUP 2 - UTILITY PLANTS: G.T. Lohmeyer, 1765 SE 18th St....Mow &amp; Weed</b>
Lot Description	<b>GROUP 2 - UTILITY PLANTS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

G.T. Lohmeyer, 1765 SE 18th St - map location #6

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Item **12572-523--02-02 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street...Mow & Weed**  
 Lot Description **GROUP 2 - UTILITY PLANTS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

Trash Transfer Plan A, 2100 NW 6th Street, inside fenced lot - map location #7

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Item **12572-523--02-03 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street...Hedge Service**  
 Lot Description **GROUP 2 - UTILITY PLANTS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

Trash Transfer Plan A, 2100 NW 6th Street - map location #8

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Item **12572-523--02-04 - GROUP 2 - UTILITY PLANTS: Trash Transfer Plant A, 2100 NW 6th St (swale areas)...Mow and Weed**  
 Lot Description **GROUP 2 - UTILITY PLANTS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

Trash Transfer Plan A, 2100 NW 6th Street (all swale areas around perimeter fence) - map location #9

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Item **12572-523--02-05 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Mow &**

**Weed**Lot Description **GROUP 2 - UTILITY PLANTS**Quantity **26 service**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26****Description**

Fiveash Water Plant &amp; Administration Buildings, 4321 NW 9th Ave (excluding Fiveash Bed) - no longer includes pipe yard. - map location #11

Item **12572-523--02-06 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Hedge Service**Lot Description **GROUP 2 - UTILITY PLANTS**Quantity **12 service**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 12****Description**

Fiveash Water Plant &amp; Administration Buildings, 4321 NW 9th Ave (excluding Fiveash bed) - no longer includes pipe yard. - map location #12

Item **12572-523--02-07 - GROUP 2 - UTILITY PLANTS: Fiveash Water Plant - Radio Tower...Mow & Weed**Lot Description **GROUP 2 - UTILITY PLANTS**Quantity **26 service**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26****Description**

Fiveash Water Plant - Radio Tower - map location #13

Item **12572-523--02-08 - GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Mow & Weed**Lot Description **GROUP 2 - UTILITY PLANTS**Quantity **26 service**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26****Description**

Peele Dixie Water Plant, 1500 S. State Road 7 - map location #14

Item	<b>12572-523--02-09 - GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Hedge Service</b>
Lot Description	<b>GROUP 2 - UTILITY PLANTS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

Peele Dixie Water Plant, 1500 S. State Road 7 - map location #15

Item	<b>12572-523--03-01 - GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 26</b>

**Description**

FS No. 47, 1000 SW 27 Ave - map location #16

Item	<b>12572-523--03-02 - GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Hedge Service</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

FS No. 47, 1000 SW 27 Ave - map location #17

Item	<b>12572-523--03-03 - GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26****Description**

FS No. 3, 2801 SW 4th Ave - map location #18

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Item **12572-523--03-04 - GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Hedge Service**
Lot Description **GROUP 3 - FIRE STATIONS**Quantity **12 service**Unit Price 
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 12**
**Description**

FS No. 3, 2801 SW 4th Ave - map location #19

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Item **12572-523--03-05 - GROUP 3 - FIRE STATIONS: FS Museum, 1022 W. Las Olas Blvd...Mow & Weed**
Lot Description **GROUP 3 - FIRE STATIONS**Quantity **26 service**Unit Price 
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 26**
**Description**

FS Museum, 1022 W. Las Olas Blvd - map location #20

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Item **12572-523--03-06 - GROUP 3 - FIRE STATIONS: FS Museum, 1022 W. Las Olas Blvd...Hedge Service**
Lot Description **GROUP 3 - FIRE STATIONS**Quantity **12 service**Unit Price 
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 12**
**Description**

FS Museum, 1022 W. Las Olas Blvd - map location #21

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Item **12572-523--03-07 - GROUP 3 - FIRE STATIONS: FS No. 49, 1015 Seabreeze...Mow & Weed**
Lot Description **GROUP 3 - FIRE STATIONS**Quantity **26 service**Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

FS No. 49, 1015 Seabreeze - map location #22

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Item **12572-523--03-08 - GROUP 3 - FIRE STATIONS: FS No. 49, 1015 Seabreeze...Hedge Service**  
 Lot Description **GROUP 3 - FIRE STATIONS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

FS No. 49, 1015 Seabreeze - map location #23

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Item **12572-523--03-09 - GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Mow & Weed**  
 Lot Description **GROUP 3 - FIRE STATIONS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

FS No. 13, 2871 E. Sunrise Blvd - map location #24

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Item **12572-523--03-10 - GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Hedge Service**  
 Lot Description **GROUP 3 - FIRE STATIONS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

FS No. 13, 2871 E. Sunrise Blvd - map location #25

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Item **12572-523--03-11 - GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Mow & Weed**



Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26**

**Description**

FS No. 29, 2002 NE 16th St & Fire Prevention Station, 2000 NE 16th St. - to include grass area on north side of station adjacent to home at 1601 NE 20th Ave - map location #26

Item **12572-523--03-12 - GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **12 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 12**

**Description**

FS No. 29, 2002 NE 16th St & Fire Prevention Station, 2000 NE 16th St. - to include grass area on north side of station adjacent to home at 1601 NE 20th Ave - map location #27

Item **12572-523--03-13 - GROUP 3 - FIRE STATIONS: FS No. 54, 3200 NE 32nd St...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **12 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 12**

**Description**

FS No. 54, 3200 NE 32nd St - map location #28

Item **12572-523--03-14 - GROUP 3 - FIRE STATIONS: FS No. 35, 1841 E. Commercial Blvd...Mow & Weed**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 26**

**Description**

FS No. 35, 1841 E. Commercial Blvd - map location #29

Item	<b>12572-523--03-15 - GROUP 3 - FIRE STATIONS: FS No. 35, 1841E. Commercial Blvd...Hedge Service</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

FS No. 35, 1841 E. Commercial Blvd - map location #30

Item	<b>12572-523--03-16 - GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave...Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 26</b>

**Description**

FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61st St from NW 21st Ave to NW 23rd Ave (road that runs in front of Fire Station 53) - map location #31

Item	<b>12572-523--03-17 - GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave...Hedge Service</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

FS No. 53, 5555 NW 23 Ave, includes both sides of road on NW 61st St from NW 21st Ave to NW 23rd Ave (road that runs in front of Fire Station 53) - map location #32

Item	<b>12572-523--03-18 - GROUP 3 - FIRE STATIONS: FS No. 88, 6300 NW 21 Ave...Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 26

**Description**

FS No. 88, 6300 NW 21 Ave, entire five acre lot needs to be mowed - see BCPA.org for property line - map location #33

Item	<b>12572-523--03-19 - GROUP 3 - FIRE STATIONS: FS No. 46 (Old), 1121 NW 9th Ave (Vacant Lot)...Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 26

**Description**

FS No. 46 (Old), 1121 NW 9th Ave (Vacant Lot) - map location #34

Item	<b>12572-523--03-20 - GROUP 3 - FIRE STATIONS: FS No. 46 (Old), 1121 NW 9th Ave (Vacant Lot)...Hedge Service</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 12

**Description**

FS No. 46 (Old), 1121 NW 9th Ave (Vacant Lot) - map location #35

Item	<b>12572-523--03-21 - GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street...Mow &amp; Weed</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 26

**Description**

FS No. 46, 1515 NW 19th Street - map location #36

Item	<b>12572-523--03-22 - GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street... Hedge Service</b>
Lot Description	<b>GROUP 3 - FIRE STATIONS</b>

Quantity **12 service**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 12**

**Description**

FS No. 46, 1515 NW 19th Street - map location #37

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Item **12572-523--03-23 - GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Mow & Weed**  
Lot Description **GROUP 3 - FIRE STATIONS**  
Quantity **26 service**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 26**

**Description**

FS No. 2, 528 NW 2nd St - map location #38

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Item **12572-523--03-24 - GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Hedge Service**  
Lot Description **GROUP 3 - FIRE STATIONS**  
Quantity **12 service**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 12**

**Description**

FS No. 2, 528 NW 2nd St - map location #39

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Item **12572-523--03-25 - GROUP 3 - FIRE STATIONS: FS No. 8, 1717 SW 1st Ave...Mow & Weed**  
Lot Description **GROUP 3 - FIRE STATIONS**  
Quantity **26 service**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 26**

**Description**

FS No. 8, 1717 SW 1st Ave. - map location #40

Item **12572-523--03-26 - GROUP 3 - FIRE STATIONS: FS No. 8, 1717 SW 1st Ave...Hedge Service**

Lot Description **GROUP 3 - FIRE STATIONS**

Quantity **12 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

**Qty 12**

**Description**

FS No. 8, 1717 SW 1st Ave. - map location #41

Item **12572-523--04-01 - GROUP 4 - PARKING LOTS: 1112 Sistrunk Blvd...Mow & Weed**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

**Qty 26**

**Description**

1112 Sistrunk Blvd, beside 1120 building - map location #42

Item **12572-523--04-02 - GROUP 4 - PARKING LOTS: Brickell parking lot at SW 1st Ave & Broward Blvd...Hedge Service**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **12 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

**Qty 12**

**Description**

Brickell parking lot at SW 1st Ave & Broward Blvd - map location #43

Item **12572-523--04-03 - GROUP 4 - PARKING LOTS: Parking Medians on SW 13th St from SW 1st Ave to S. Andrews Ave...Mow & Weed**

Lot Description **GROUP 4 - PARKING LOTS**

Quantity **26 service**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

**Qty 26**

**Description**

Parking Medians on SW 13th St from SW 1st Ave to S. Andrews Ave - map location #44

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Item	<b>12572-523--04-04 - GROUP 4 - PARKING LOTS: Swale and ROWS on SW 14th St from SW 1st Ave to S. Andrews Ave...Mow &amp; Weed</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 26</b>

**Description**

Swale and Right-of-Ways on SW 14th St from SW 1st Ave to S. Andrews Ave - map location #45

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Item	<b>12572-523--04-05 - GROUP 4 - PARKING LOTS: SW 15th St &amp; S. Andrews, both sides of FEC tracks...Mow &amp; Weed</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 26</b>

**Description**

SW 15th St & S. Andrews, both sides of FEC tracks, SW 1st Ave & Flagler - map location #46

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Item	<b>12572-523--04-06 - GROUP 4 - PARKING LOTS: SW 15th St &amp; S. Andrews, both sides of FEC tracks...Hedge Service</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 12</b>

**Description**

SW 15th St & S. Andrews, (one median, east of tracks) - map location #47

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Item	<b>12572-523--04-07 - GROUP 4 - PARKING LOTS: SW 18th St, from S. Andrews to SW 1st Ave...Mow &amp; Weed</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

SW 18th St, from S. Andrews to SW 1st Ave - map location #49

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Item **12572-523--04-08 - GROUP 4 - PARKING LOTS: Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th...Mow & Weed**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th Ave to just east of SE 9th Ave. Everything from alley to SE 2nd Ct. - map location #50

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Item **12572-523--04-09 - GROUP 4 - PARKING LOTS: Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th...Hedge Service**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th - map location #51

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Item **12572-523--04-10 - GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Mow & Weed**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

SE 13th Ave & SE 2nd Ct. lot - map location #52

Item **12572-523--04-11 - GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Hedge Service**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

SE 13th Ave &amp; SE 2nd Ct. lot - map location #53

Item **12572-523--04-12 - GROUP 4 - PARKING LOTS: SE 15th Ave & SE 2nd Ct. lot...Hedge Service**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

SE 15th Ave &amp; SE 2nd Ct. lot - Grass swale on SE 15th Ave should be mowed during this service. -map location #54

Item **12572-523--04-13 - GROUP 4 - PARKING LOTS: Las Olas Circle south of Las Olas Blvd...Mow & Weed**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **26 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**

Las Olas Circle south of Las Olas Blvd. to include parking area, grassy lot to east Las Olas Circle and grass along seawall. - map location #55

Item **12572-523--04-14 - GROUP 4 - PARKING LOTS: Las Olas Circle south of Las Olas Blvd...Hedge Service**  
 Lot Description **GROUP 4 - PARKING LOTS**  
 Quantity **12 service**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

Las Olas Circle south of Las Olas Blvd. to include parking area, grassy lot to east Las Olas Circle and grass along seawall. - map location #56



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Item	<b>12572-523--04-15 - GROUP 4 - PARKING LOTS: Egg and You, 2601 N. Federal Hwy...Mow &amp; Weed</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>26 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 26</b>

**Description**

Egg and You, 2601 N. Federal Hwy (service to include weed eating small grass swale in front of Egg and You) - map location #57

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Item	<b>12572-523--04-16 - GROUP 4 - PARKING LOTS: Egg and You, 2601 N. Federal Hwy...Hedge Service</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

Egg and You, 2601 N. Federal Hwy - map location #58

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Item	<b>12572-523--04-17 - GROUP 4 - PARKING LOTS: Wallgreens Parking Lot, 3101 N. Ocean Blvd...Hedge Service</b>
Lot Description	<b>GROUP 4 - PARKING LOTS</b>
Quantity	<b>12 service</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 12</b>

**Description**

Wallgreens Parking Lot, 3101 N. Ocean Blvd - map location #59

City of Fort Lauderdale  
Turf Grass Maintenance – Fire, Parking, Utility Plants  
ITB # 12572-523

**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 provide Turf Grass Maintenance Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

**1.2 BidSync**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

**1.3 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 [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. All openings will be held on the BidSync.com 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 Bidsync.com before the Last Day for Questions indicated in the Solicitation.

**1.4 Point of Contact**

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

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). 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. (See addendum section of BidSync Site). 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 BidSync shall become part of any contract that is created from this ITB.

**1.5 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.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) 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 BidSync 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 BidSync 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 BidSync 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

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote firm, fixed prices 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.

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

## **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. 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 No 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, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services for a minimum of seven (7) years, 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.

**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**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference 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=CO\\_OR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

**2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## **2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

## **2.20.5 Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent



place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## **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: <http://www.fortlauderdale.gov/departments/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\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

## **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 Sub-Contractors**

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

**2.23.2** Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' 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 sub-contractors for payment for work performed for the City.

- 2.23.3** Contractor shall require all its sub-contractors 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 sub-contractors 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**

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 the Contractor's 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 from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

- 2.26.1** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not 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 exposure, 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.

- 2.26.2** 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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the City's officers, 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 and the City's officers, 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.

**2.26.3 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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 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 the general liability policy.
- 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/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  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.26.4** The Contractor has the sole responsibility for the payment of 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.
- 2.26.5** 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.
- 2.26.6** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.7** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.8** 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.
- 2.26.9** 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.
- 2.26.10** 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.

**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**

Contractor must bid on all items. Partial bids will not be considered.

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. 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.

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 Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

**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 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 date of award by the City or January 5, 2022, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, 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 180 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 Adjustments**

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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

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

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

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

### **2.38 Service Test Period**

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

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

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

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

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

**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 should be completed and submitted with Proposer'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 proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**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: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/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 (2017), 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/Intent

The successful bidder, as Contractor, shall furnish all labor, management, supervision, trucks, tractors, mowers, edging equipment, gas, oil, safety equipment, hand trimmers, or any other equipment necessary for debris pickup, weeding, vegetation mowing, trimming, and any other function that may be required to properly maintain the areas of responsibility. A list of all equipment available to complete the services of this contract should be included with the submission this Invitation to Bid (ITB).

### 3.2 Contractor Responsibilities

- A. The Contractor shall notify the Contract Administrator in the event of scheduling delays, changes, or comments/complaints received from the General public.
- B. Contractor shall provide sufficient manpower to perform safe, thorough and expeditious work.
- C. Contractor's employees shall present a neat, clean, well groomed, appearance and shall conduct themselves in a respectable manner while performing the duties of the contract and while on City property.
- D. All vehicles shall be plainly marked with the Contractor's company name.
- E. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
- F. All work shall be performed no earlier than 7 a.m. and no later than 6 p.m., every workday. Exceptions to this schedule can only be made with the prior approval of the Contract Administrator.
- G. The Contractor shall have their crew supervised by a qualified foreman. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this proposal.
- H. Management or supervisory personnel must be made available at all times. The Contractor shall provide the Contract Administrator with a list of all supervisory personnel assigned to the contract. The list shall include the names and emergency telephone, cellular or beeper numbers of supervisory personnel who are assigned to the contract. The Contractor shall be responsible for keeping this list up to date during the contract's term.
- I. The Contractor's materials and equipment shall be well marked and easily identifiable. No materials or equipment shall left on site overnight unless prior arrangements and approval have been obtained from the Contract Administrator.
- J. The Contractor's equipment shall be maintained in good, safe operating condition.
- K. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no

additional charges to the City of Fort Lauderdale.

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

### 3.3 Scope of Work

- A. The Contractor shall not mow over litter and must clean the areas of all debris prior to servicing, removing from the site any debris, palm fronds, branches or any other items. All clippings, trimmings, branches, etc., shall be removed upon completion of that day's mowing. Disposal of all such debris in a proper manner shall be the responsibility of the Contractor. Debris shall not be deposited into City or privately owned trash receptacles or dumpsters.
- B. In accordance with City Ordinance #24-7, no grass, weeds, trash, debris, etc. shall be blown into the streets or gutters. Grass and clippings must be blown back onto the cut surface.
- C. The Contractor must remove any signs or bulletins of a temporary nature advertising items such as open houses, garage sales, lost pets, sale notices, political elections, etc., located on City swales, medians and rights-of-way. These must be taken away and properly disposed of before the end of each day of service. They may not be placed in City trash receptacles.
- D. The Contractor shall notify the Contract Administrator (or designee) of any illegally dumped building debris, yard waste or storm damage including, but not limited to, furniture, mattresses, construction debris and miscellaneous refuse **before** starting work in that area. Upon the authorization of the Contract Administrator, Contractor shall remove and dispose of such debris utilizing the bulk trash removal rate quoted. Bid prices quoted should include the removal and disposal of such items. Bulk trash items shall not be deposited into any City or privately owned trash receptacles or dumpsters without the authorization of the Contract Administrator.
- E. The Contractor shall leave each work site in a clean and orderly condition at the end of the workday. Sidewalks and roadways shall be cleaned of grass clippings and other debris.
- F. The Contractor shall also remove debris and litter from all areas including any obstructions such as hedges, plant beds, signs, posts, fences, poles, trees, walls, sprinkler heads, etc., with every service.
- G. The Contractor shall rake the leaves and blow grass trimmings at each site upon completion of that day's service. Raking of leaves and other debris shall also be performed at the base of shrubbery and all other areas to maintain the area, sidewalks, gutters, and paved surfaces in a neat and aesthetic appearance.
- H. Contractor may use a blower to clear sidewalks, pathways roadways or walkways of leaves and similar obstructions. Contractor shall not operate a blower before 7:00 am. Contractor shall ensure that leaf pilings are raked and properly disposed. No clippings may be blown into street.

- I. The Contractor shall edge along walks, curbs, roadways, hedges, and beds as required maintaining a vertical edge with every service to prevent the growth of plant material that may encroach onto sidewalks, curbs, easements, pavements and plant beds. The vertical edges shall be at a minimum depth of 1 inch to prevent such encroachment. A blade-edger shall be required as determined by the City.
- J. The Contractor shall line trim around all obstructions such as signs, posts, structures, test wells, fences, poles, trees, walls and slabs, etc. with every service. Care must be taken so as not to cause damage to tree trunks or any plant material. Contractor will be responsible for the replacement of damaged plant material as determined by Contract Administrator or designee.
- K. The Contractor shall ring around the sprinkler heads and boxes with every service to allow for proper operation of sprinkler systems and prevent plant material encroachment. Damage caused to irrigation heads or lines from Contractor's equipment must be replaced by Contractor in an agreed upon timeframe or the City will bill Contractor for parts.
- L. The Contractor shall ring around trees with a blade-edger and remove weeds with every service.
- M. The Contractor shall mow turf areas to a height of not less than 3" or more than 4." The Contractor shall not mow or line trim the grass at a height of less than 3" down to and exposing the soil, thus causing damage to the turf. Uncut or choppy sections of turf are unacceptable.
- N. All specified areas must be maintained for weed control with each service. All adventitious seedlings must be removed, not trimmed. The mowing cycle will also include with each service the manual removal of all weeds around trees adjacent to or in grass areas. All plant growth in cracks, seams and/or joints such as sidewalks, curbs, paved areas and driveways must be removed at the end of each service. This weed eradication must include areas of hardscape medians and median continuations that are adjoined to the landscaped medians. Such growth must be mechanically cut down to the pavement surface with a line trimmer during the completion of each service.
- O. The Contractor shall not utilize any defoliant, herbicide, pesticide, or growth retardant for the purpose of restricting or removing growth in any manner without prior written approval of the Parks Superintendent, Parks Supervisor or designee. Any use of glyphosate in any form is strictly prohibited.
- P. If authorization is granted to utilize a growth retardant, the Contractor shall not spray around inanimate objects. Trimming around items such as signs, poles and valve boxes will be performed by line trimmer. Herbicides sprayed around trees may not extend beyond 12" from the trunk of the tree.
- Q. The Contractor's mowing equipment shall be maintained in good, sharp condition to insure an even, clean cut to prevent tearing the blades of grass.
- R. During hedge cycles, hedges must be trimmed according to the schedule unless designated otherwise, to ensure they are of uniform height and width, and neatly maintained. Dead wood of hedge must be trimmed down to green tissue. Hedge service will include removal of any vines, volunteer plant/tree seedlings and removal of cut

vegetation from amongst the hedge. Invasive species and foreign plant material, including seedlings, along with all weeds must be removed during every hedge service. Woody foreign growth may be removed by cutting the stem 2-4" above the ground and treating the stump with herbicide with approval from City Contract Administrator. All cut plant materials including shrub pieces and foreign growth must be removed and disposed of by Contractor. As possible, hedges in medians and right-of-ways will be trimmed to a height not to exceed 30". Green Island Ficus hedges should be kept to a height not to exceed 24".

All hedges must have new growth removed to be trimmed to current height of established /mature growth. The City reserves the right to instruct the Contractor to trim hedges lower than established/mature growth in cases where sight distances or aesthetics become a consideration.

S. Contractor shall prune trees of any extraneous growth (tree suckers) from tree trunks to maintain limits of clear sight. Contractor will be responsible for manual removal of all sucker growth from the bases and lower trunks of trees within the project area.

T. Any reachable dead palm fronds shall be removed or trimmed back.

### **3.4 Service Frequency**

Mowing – Though subject to change, mowing frequency currently stands at 26 cycles. Tabulations will be based on these frequencies.

Hedge Service - 12 times per year - schedule to be determined by Contract Administrator.

A year consists of 52 one-week periods (mowing schedule to be provided by City after Contract execution).

All servicing shall be scheduled and completed Monday through Saturday. Servicing on Sundays and holidays is not permitted without the approval of the Parks Superintendent or designee. All services shall occur between the hours of 7:00 A.M. and 6:00 P.M. each day. No other times are permitted.

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

### **3.5 Safety**

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, turf-grass, trees, shrubs, plant material, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. In the event any damage is done to City property, caused by Contractor's personnel, the Contractor shall notify the Contract Administrator, NO LATER THAN THE NEXT WORKING DAY. If the Contractor has not repaired or replaced damaged property within 48 hours, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice(s).

Contractor must exercise extreme caution and discernment when operating equipment or vehicles near pedestrians and when maneuvering through crowds when present. The

Contractor shall adhere to the Florida DOT's Uniform Manual on Traffic Control for maintenance work zones. It will be the sole responsibility of the Contractor to familiarize himself and his employees with these provisions.

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

### **3.6 Work Schedules**

All work must be performed within a six-day cycle (Monday through Saturday) unless otherwise approved by the City.

### **3.7 Job Completion Notices and Daily Task Schedules**

The Contractor shall be responsible to submit to the Parks Division Contract Administrator, BEFORE THE BEGINNING OF EACH SCHEDULED WORK CYCLE, a Daily Task Schedule outlining projects for the workweek, via e-mail by midnight of the Sunday before the Cycle starts. The City of Fort Lauderdale reserves the right to amend, change and/or redirect the pre-cycle scheduled locations that are turned in by the Contractor as mentioned above.

The Contractor shall be responsible to submit to the Parks Division Contract Administrator and supervisor, AFTER EACH WORK DAY via e-mail by 11 p.m. Job Completion Notice(s), detailing those areas completed and service times.

Contractors must e-mail completion notices and daily task schedules to Parks Supervisor or as designated.

Parks Division Contract Administrator shall notify the Contractor by email, no more than three (3) working days after notification by Contractor of job completion, if an area does not pass City inspection for satisfactory completion. Contractor will have 24 hours from notification to correct any deficiencies.

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

### **3.8 Map Locations**

A link to the detailed map locations may be found at:

<https://gis.fortlauderdale.gov/MowingContractFireStation>

*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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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



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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 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.

Rev. 2/2020

Page 2

- 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.

Rev. 2/2020

Page 3

**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.

Rev. 2/2020

Page 4

- 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, 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.

**QUESTIONNAIRE**

**Failure to provide the below information may result in your bid being declared non-responsive.**

1. Price per acre for mow and weed for any new location added.

\$  /acre – include TM

2. Price per acre for mow and weed for any on call (one time) service.

\$  /acre – include TM

3. Price per linear foot for hedge trimming added to contract.

\$  /linear foot – include TM

4. Price per linear foot for hedge trimming for any on call (one time) service.

\$  /linear foot – include TM

5. Have you or an authorized member of your company inspected the areas under consideration for award of contract prior to submitting this bid proposal?

☐ Yes ☐ No

6. Provide at least three references from other governmental entities, similar in size to the City of Fort Lauderdale, for which you have performed this work.

***These references will be contacted. If the City cannot locate these references, your bid may be declared non-responsive.***

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

7. Number of years' experience this company has been in operation providing these services:

years

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

9. Please indicate the number of employees available to perform the requirements of this contract:

Workers and  Supervisors

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

11. How soon after award can you begin work?  days

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

13. Do you have the required insurance and will you furnish an original certificate(s) with the City named as additionally insured prior to the commencement of work?

General Liability ☐ yes ☐ no

Auto Liability ☐ yes ☐ no

Worker's Compensation ☐ yes ☐ no

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

Have you included a list of currently owned and operated equipment?

☐ yes ☐ no



**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

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 these credit cards 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

Date

Title

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE 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?](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

[nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
2. Class B Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
3. Class C Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

- |     |  |  |
|-----|--|--|
| (1) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <b>and</b> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City. |
| (2) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt <b>or</b> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.                                   |
| (3) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.   |
| (4) | <input style="width: 100%;" type="text"/><br>(Business Name) | is a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.   |
| (5) | <input style="width: 100%;" type="text"/><br>(Business Name) | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (6) | <input style="width: 100%;" type="text"/><br>(Business Name) | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:	<input style="width: 100%;" type="text"/>  <div style="text-align: center;">PRINT NAME</div>	<input style="width: 100%;" type="text"/>  <div style="text-align: center;">SIGNATURE</div>	<input style="width: 100%;" type="text"/>  <div style="text-align: center;">DATE</div>
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Forms Non-ISO – Revised 7/2/2021



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE 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\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)

(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)

(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)

(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)

(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)

(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)

(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED  
COMPANY  
PERSON:




PRINT NAME

SIGNATURE

DATE



Forms Non-Iso – revised 7/2/2021

**E-VERIFY AFFIRMATION STATEMENT**RFP/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: 

9/15/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) 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 MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

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

**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. **You must also click the "Take Exception" button.**

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

Revised 4/28/2020

## Question and Answers for Bid #12572-523 - Turf Grass Maintenance - Fire, Parking, Utility Plants

### Overall Bid Questions

#### Question 1

Is there a contract in place? If so, can you provided the bid's history? (Submitted: Sep 3, 2021 1:03:05 PM EDT)

#### Answer

- the current contract may be viewed at the following link:

<https://www.fortlauderdale.gov/departments/finance/procurement-services/contract-documents-and-awards>

(Answered: Sep 3, 2021 1:21:18 PM EDT)

#### Question 2

Is there a budget for this contract? (Submitted: Sep 8, 2021 1:16:02 PM EDT)

#### Answer

- No (Answered: Sep 13, 2021 8:42:40 AM EDT)

**C&M LANDSCAPING INC**

Bid Contact **CLINTON WHALEY**  
**candmlandscapinginc@gmail.com**  
**Ph 954-471-8205**

Address **1548 NW 12 TER**  
**FT LAUDERDALE, FL 33311**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12572-523--01-01	GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Mow & Weed	Supplier Product Code:	First Offer - \$247.00	26 / service	\$6,422.00 Y
12572-523--01-02	GROUP 1 - ROWS & SWALES: Building Services Center, 700 NW 19th Ave...Hedge Service	Supplier Product Code:	First Offer - \$345.00	6 / service	\$2,070.00 Y
12572-523--01-03	GROUP 1 - ROWS & SWALES: SW 1st Ave & SW 16th St. median...Mow and Weed	Supplier Product Code:	First Offer - \$23.00	26 / service	\$598.00 Y
12572-523--01-04	GROUP 1 - ROWS & SWALES: NE 3rd Ave from NE 16th St up to NE 17th Ct and NE 3rd Ave...Mow and Weed	Supplier Product Code:	First Offer - \$43.00	26 / service	\$1,118.00 Y
Lot Total					\$10,208.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12572-523--02-01	GROUP 2 - UTILITY PLANTS: G.T. Lohmeyer, 1765 SE 18th St....Mow & Weed	Supplier Product Code:	First Offer - \$247.00	26 / service	\$6,422.00 Y
12572-523--02-02	GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street...Mow & Weed	Supplier Product Code:	First Offer - \$247.00	26 / service	\$6,422.00 Y
12572-523--02-03	GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th Street...Hedge Service	Supplier Product Code:	First Offer - \$17.00	12 / service	\$204.00 Y
12572-523--02-04	GROUP 2 - UTILITY PLANTS: Trash Transfer Plan A, 2100 NW 6th St (swale areas)...Mow and Weed	Supplier Product Code:	First Offer - \$121.00	26 / service	\$3,146.00 Y
12572-523--02-05	GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Mow & Weed	Supplier Product Code:	First Offer - \$467.00	26 / service	\$12,142.00 Y

12572-523--02-06	GROUP 2 - UTILITY PLANTS: Fiveash Water Plant & Administration Buildings...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$111.00</b>	12 / service	<b>\$1,332.00</b>	<b>Y</b>
12572-523--02-07	GROUP 2 - UTILITY PLANTS: Fiveash Water Plant - Radio Tower...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$12.00</b>	26 / service	<b>\$312.00</b>	<b>Y</b>
12572-523--02-08	GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$493.00</b>	26 / service	<b>\$12,818.00</b>	<b>Y</b>
12572-523--02-09	GROUP 2 - UTILITY PLANTS: Peele Dixie Water Plant...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$173.00</b>	12 / service	<b>\$2,076.00</b>	<b>Y</b>

Lot Total **\$44,874.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12572-523--03-01	GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$35.00</b>	26 / service	<b>\$910.00</b> <b>Y</b>
12572-523--03-02	GROUP 3 - FIRE STATIONS: FS No. 47, 1000 SW 27 Ave - Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$69.00</b>	12 / service	<b>\$828.00</b> <b>Y</b>
12572-523--03-03	GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$189.00</b>	26 / service	<b>\$4,914.00</b> <b>Y</b>
12572-523--03-04	GROUP 3 - FIRE STATIONS: FS No. 3, 2801 SW 4th Ave...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$133.00</b>	12 / service	<b>\$1,596.00</b> <b>Y</b>
12572-523--03-05	GROUP 3 - FIRE STATIONS: FS Museum, 1022 W. Las Olas Blvd...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$63.00</b>	26 / service	<b>\$1,638.00</b> <b>Y</b>
12572-523--03-06	GROUP 3 - FIRE STATIONS: FS Museum, 1022 W. Las Olas Blvd...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$69.00</b>	12 / service	<b>\$828.00</b> <b>Y</b>
12572-523--03-07	GROUP 3 - FIRE STATIONS: FS No. 49, 1015 Seabreeze...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$52.00</b>	26 / service	<b>\$1,352.00</b> <b>Y</b>
12572-523--03-08	GROUP 3 - FIRE STATIONS: FS No.	<b>Supplier</b>	<b>First Offer - \$74.00</b>	12 / service	<b>\$888.00</b> <b>Y</b>

49, 1015 Seabreeze...Hedge  
Service

**Product  
Code:**

12572-523--03-09	GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$47.00</b>	26 / service	<b>\$1,222.00</b>	<b>Y</b>
12572-523--03-10	GROUP 3 - FIRE STATIONS: FS No. 13, 2871 E. Sunrise Blvd...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$37.00</b>	12 / service	<b>\$444.00</b>	<b>Y</b>
12572-523--03-11	GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$189.00</b>	26 / service	<b>\$4,914.00</b>	<b>Y</b>
12572-523--03-12	GROUP 3 - FIRE STATIONS: FS No. 29, 2002 NE 16th St & Fire Prevention Station...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$276.00</b>	12 / service	<b>\$3,312.00</b>	<b>Y</b>
12572-523--03-13	GROUP 3 - FIRE STATIONS: FS No. 54, 3200 NE 32nd St...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$199.70</b>	12 / service	<b>\$2,396.40</b>	<b>Y</b>
12572-523--03-14	GROUP 3 - FIRE STATIONS: FS No. 35, 1841 E. Commercial Blvd...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$50.95</b>	26 / service	<b>\$1,324.70</b>	<b>Y</b>
12572-523--03-15	GROUP 3 - FIRE STATIONS: FS No. 35, 1841E. Commercial Blvd...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$159.89</b>	12 / service	<b>\$1,918.68</b>	<b>Y</b>
12572-523--03-16	GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$229.98</b>	26 / service	<b>\$5,979.48</b>	<b>Y</b>
12572-523--03-17	GROUP 3 - FIRE STATIONS: FS No. 53, 5555 NW 23 Ave...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$99.97</b>	12 / service	<b>\$1,199.64</b>	<b>Y</b>
12572-523--03-18	GROUP 3 - FIRE STATIONS: FS No. 88, 6300 NW 21 Ave...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$96.00</b>	26 / service	<b>\$2,496.00</b>	<b>Y</b>
12572-523--03-19	GROUP 3 - FIRE STATIONS: FS No. 46 (Old), 1121 NW 9th Ave (Vacant Lot)...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$47.00</b>	26 / service	<b>\$1,222.00</b>	<b>Y</b>
12572-523--03-20	GROUP 3 - FIRE STATIONS: FS No. 46 (Old), 1121 NW 9th Ave (Vacant	<b>Supplier Product</b>	<b>First Offer - \$19.98</b>	12 / service	<b>\$239.76</b>	<b>Y</b>



Lot)...Hedge Service

Code:

12572-523--03-21	GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street...Mow & Weed	Supplier Product Code:	First Offer - \$198.65	26 / service	\$5,164.90	Y
12572-523--03-22	GROUP 3 - FIRE STATIONS: FS No. 46, 1515 NW 19th Street... Hedge Service	Supplier Product Code:	First Offer - \$147.99	12 / service	\$1,775.88	Y
12572-523--03-23	GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Mow & Weed	Supplier Product Code:	First Offer - \$74.95	26 / service	\$1,948.70	Y
12572-523--03-24	GROUP 3 - FIRE STATIONS: FS No. 2, 528 NW 2nd St...Hedge Service	Supplier Product Code:	First Offer - \$73.99	12 / service	\$887.88	Y
12572-523--03-25	GROUP 3 - FIRE STATIONS: FS No. 8, 1717 SW 1st Ave...Mow & Weed	Supplier Product Code:	First Offer - \$129.00	26 / service	\$3,354.00	Y
12572-523--03-26	GROUP 3 - FIRE STATIONS: FS No. 8, 1717 SW 1st Ave...Hedge Service	Supplier Product Code:	First Offer - \$323.00	12 / service	\$3,876.00	Y
Lot Total					\$56,630.02	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12572-523--04-01	GROUP 4 - PARKING LOTS: 1112 Sistrunk Blvd...Mow & Weed	Supplier Product Code:	First Offer - \$39.00	26 / service	\$1,014.00	Y
12572-523--04-02	GROUP 4 - PARKING LOTS: Brickell parking lot at SW 1st Ave & Broward Blvd...Hedge Service	Supplier Product Code:	First Offer - \$256.00	12 / service	\$3,072.00	Y
12572-523--04-03	GROUP 4 - PARKING LOTS: Parking Medians on SW 13th St from SW 1st Ave to S. Andrews Ave...Mow & Weed	Supplier Product Code:	First Offer - \$23.98	26 / service	\$623.48	Y
12572-523--04-04	GROUP 4 - PARKING LOTS: Swale and ROWS on SW 14th St from SW 1st Ave to S. Andrews Ave...Mow & Weed	Supplier Product Code:	First Offer - \$28.32	26 / service	\$736.32	Y
12572-523--04-05	GROUP 4 - PARKING LOTS: SW 15th St & S. Andrews, both sides of FEC tracks...Mow & Weed	Supplier Product Code:	First Offer - \$14.98	26 / service	\$389.48	Y

12572-523--04-06	GROUP 4 - PARKING LOTS: SW 15th St & S. Andrews, both sides of FEC tracks...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$19.99</b>	12 / service	<b>\$239.88</b>	<b>Y</b>
12572-523--04-07	GROUP 4 - PARKING LOTS: SW 18th St, from S. Andrews to SW 1st Ave...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$19.00</b>	26 / service	<b>\$494.00</b>	<b>Y</b>
12572-523--04-08	GROUP 4 - PARKING LOTS: Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	26 / service	<b>\$1,950.00</b>	<b>Y</b>
12572-523--04-09	GROUP 4 - PARKING LOTS: Parking Lots, 1 block north of Las Olas Blvd that run from SE 8th...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$189.00</b>	12 / service	<b>\$2,268.00</b>	<b>Y</b>
12572-523--04-10	GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$29.00</b>	26 / service	<b>\$754.00</b>	<b>Y</b>
12572-523--04-11	GROUP 4 - PARKING LOTS: SE 13th Ave & SE 2nd Ct. lot...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$58.91</b>	12 / service	<b>\$706.92</b>	<b>Y</b>
12572-523--04-12	GROUP 4 - PARKING LOTS: SE 15th Ave & SE 2nd Ct. lot...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$65.99</b>	12 / service	<b>\$791.88</b>	<b>Y</b>
12572-523--04-13	GROUP 4 - PARKING LOTS: Las Olas Circle south of Las Olas Blvd...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$179.00</b>	26 / service	<b>\$4,654.00</b>	<b>Y</b>
12572-523--04-14	GROUP 4 - PARKING LOTS: Las Olas Circle south of Las Olas Blvd...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$179.00</b>	12 / service	<b>\$2,148.00</b>	<b>Y</b>
12572-523--04-15	GROUP 4 - PARKING LOTS: Egg and You, 2601 N. Federal Hwy...Mow & Weed	<b>Supplier Product Code:</b>	<b>First Offer - \$89.00</b>	26 / service	<b>\$2,314.00</b>	<b>Y</b>
12572-523--04-16	GROUP 4 - PARKING LOTS: Egg and You, 2601 N. Federal Hwy...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$99.00</b>	12 / service	<b>\$1,188.00</b>	<b>Y</b>
12572-523--04-17	GROUP 4 - PARKING LOTS: Wallgreens Parking Lot, 3101 N. Ocean Blvd...Hedge Service	<b>Supplier Product Code:</b>	<b>First Offer - \$79.00</b>	12 / service	<b>\$948.00</b>	<b>Y</b>

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Lot Total **\$24,291.96**

Supplier Total **\$136,003.98**

**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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 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.

Rev. 2/2020

Page 2

- 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.

Rev. 2/2020

Page 3

**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.

Rev. 2/2020

Page 4

- 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, 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.

**QUESTIONNAIRE**

***Failure to provide the below information may result in your bid being declared non-responsive.***

1. Price per acre for mow and weed for any new location added.  
\$ **225.0.0** /acre – include TM
2. Price per acre for mow and weed for any on call (one time) service.  
\$ **125.00** /acre – include TM
3. Price per linear foot for hedge trimming added to contract.  
\$ **25.00** /linear foot – include TM
4. Price per linear foot for hedge trimming for any on call (one time) service.  
\$ **25.00** /linear foot – include TM
5. Have you or an authorized member of your company inspected the areas under consideration for award of contract prior to submitting this bid proposal?  
☒ Yes   ☐ No

6. Provide at least three references from other governmental entities, similar in size to the City of Fort Lauderdale, for which you have performed this work.  
***These references will be contacted. If the City cannot locate these references, your bid may be declared non-responsive.***

Company Name: **City Of Ft Lauderdale**

Address: **100 N Andrews Ave**

Contact Name: **Mark Almy**

Telephone: **9548285869**

Company Name: **City Of Ft Lauderdale**

Address: **100 N Andrews Ave**

Contact Name: **Robert Dexter**

Telephone: **9548285657**

Company Name: **CRA City of Ft Lauderdale**

Address: **100 N Andrews Ave**

Contact Name: **Thomasina Turner-Diggs**

Telephone: **9544495242**

Company Name: **City of West Park**

Address: **1965 South Stae Rd 7**

Contact Name: **Anthony Mincy**

Telephone: **9549640284**

Company Name:

Address:

Contact Name:

Telephone:

7. Number of years' experience this company has been in operation providing these services:  
**18 years**

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

**C&M Landscaping Inc was the previous vendor for this contract.**

9. Please indicate the number of employees available to perform the requirements of this contract:

**6 Workers and 2 Supervisors**

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

**No**

11. How soon after award can you begin work? **14 days**

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

**All required Licenses for this Bid**

13. Do you have the required insurance and will you furnish an original certificate(s) with the City named as additionally insured prior to the commencement of work?

General Liability ☒ yes ☐ no

Auto Liability ☒ yes ☐ no

Worker's Compensation ☒ yes ☐ no

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

Have you included a list of currently owned and operated equipment?

☒ yes ☐ no

**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.**

**Clinton Whaley**  
Authorized Signature

**president**  
Title

**Clinton Whaley**  
Name (Printed)

**9/19/21**  
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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

**Clinton Whaley**  
Authorized Signature

**Clinton Whaley president**  
Print Name and Title

**9/19/21**  
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 these credit cards 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

**C&M Landscaping INC**

Company Name

**Clinton Whaley**

Name (Printed)

**9/19/21**

Date

**clinton whaley**

Signature

**President**

Title

## **LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

### **THE COMPLETE LOCAL BUSINESS PREFERENCE 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\\_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
2. Class B Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
3. Class C Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

- |     |   |  |
|-----|---|--|
| (1) | <b>C&amp;M landscaping Inc</b><br>(Business Name) | is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City. |
| (2) | (Business Name)                                   | is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.                                   |
| (3) | (Business Name)                                   | is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.   |
| (4) | (Business Name)                                   | is a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.   |
| (5) | (Business Name)                                   | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (6) | (Business Name)                                   | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |

BIDDER'S COMPANY: **C&M landscaping Inc**

AUTHORIZED PERSON:	COMPANY	<b>Clinton Whaley</b>	<b>clinton whaley</b>	<b>9/19/21</b>
		PRINT NAME	SIGNATURE	DATE

Forms Non-ISO – Revised 7/2/2021



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

**THE COMPLETE DBE PREFERENCE 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\\_S2-185EQOPDIBUEN&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true)

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “disadvantaged class 4 enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- |     |   |  |
|-----|---|--|
| (1) | (Business Name)                                   | is a disadvantaged <b>Class 1</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.           |
| (2) | <b>C&amp;M landscaping Inc</b><br>(Business Name) | is a disadvantaged <b>Class 2</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.   |
| (3) | (Business Name)                                   | is a disadvantaged <b>Class 3</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (4) | (Business Name)                                   | is a disadvantaged <b>Class 4</b> enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.  |
| (5) | (Business Name)                                   | requests a <b>Conditional Class 1</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |
| (6) | (Business Name)                                   | requests a <b>Conditional Class 2</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.   |

BIDDER'S COMPANY: **C&M landscaping Inc**

AUTHORIZED PERSON:	COMPANY	<b>Clinton Whaley</b>	<b>clinton whaley</b>	<b>9/19/21</b>
		PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **12572-523**

Project Description: **Turf Grass Maintenance Services in the locations identified for the City's Parks and Recreation Department, in accordance with the terms**

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: **C&M landscaping Inc**

Authorized Company Person's Signature: **Clinton Whaley**

Authorized Company Person's Title: **President**

Date: **9/19/2021**

9/15/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) 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) **C&M landscaping Inc** EIN (Optional): **3000048816**

Address: **1548 NW 12th Ter**

City: **Ft Lauderdale** State: **FL** Zip: **33311**

Telephone No.: **9544718205** FAX No.: **9546146115** Email: **candmlandscapinginc@gmail.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **5**

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

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>1</b>	<b>none</b>				
<b>2</b>					

**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. **You must also click the "Take Exception" button.**

**none**

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:

**Clinton Whaley**  
Name (printed)

**9/19/2021**  
Date

**Clinton whaley**  
Signature

**President**  
Title

Revised 4/28/2020