



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 15-113

CONTRACT FOR CITY-WIDE LAWN MAINTENANCE SERVICES

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1) Can a proposer only price out certain items or do all items need to be priced?
A: All line items are to be priced accordingly to be considered a responsive bid. If bid line items are left blank, the bid will be considered non-responsive.
- 2) Will the contract be awarded to one vendor or multiple vendors?
A: It is the City's intent to award to a single vendor; however, based on the bid results, the City may elect to award to multiple vendors to ensure proper service.
- 3) What is the City's estimated budget for these services?
A: The current bid contains many more additional locations than the current contracts. Therefore, the total budget for this increased contract is uncertain. The current allocation for the existing contract is approximately \$72,000.
- 4) Can you provide the list of City-owned property in Excel format?
A: It will be emailed to all attendees of the pre-bid meeting held on July 7, 2015. Additional requests for the document in Excel format should be requested through Hirut Darge, Purchasing Agent, at hdarge@lakeworth.org.
- 5) Can you provide the current vendor contracts and the 2012 bid document and bid tab?
A. They are attached to this Addendum No. 1.
- 6) How long will the new contract for this bid remain in effect?
A. The contract will be effective for one year from date of Commission signing, with two (2) additional one (1) year options (up to three (3) years).
- 7) Does this IFB include any additional services such as hedge trimming or weed control?
A. No, this IFB is for mowing services only.
- 8) Will site visits be conducted by the City?
B. No, but you are welcome to visit the locations at your leisure.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with your proposal.

Issued By: City of Lake Worth
Finance Office
July 15, 2015

Signed By: 
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT
(Ground Maintenance Services)**

THIS FIRST AMENDMENT TO THE AGREEMENT is made this 30 day of September, 2013 between **the City of Lake Worth**, Florida, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **DeAngelo Brothers Inc., d/b/a Aquagenix**, a Florida corporation, with its office located at 5605 Florida Mining Blvd South, Jacksonville, Florida 32257, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation to Bid PS-GM-11-12-731 for the procurement of Grounds Maintenance Services for City Owned Properties;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-GM-11-12-731;

WHEREAS, the CITY awarded Bid PS-GM-11-12-731 to the CONTRACTOR and the parties entered an agreement on September 25, 2012 (the "Agreement");

WHEREAS, the CITY desires to renew the Agreement for an additional one (1) year term.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual promises herein contained and contained in the Agreement, the sufficient of which is hereby acknowledged by both parties, the parties agree to amend the Agreement as follows:

I. Term

1.1 The term of this First Amendment to the Agreement shall be from **October 1, 2013, through September 30, 2014** with one remaining option to renew for (1) one year, which may be exercised by the City Manager. The CITY, however, may terminate this First Amendment to the Agreement as stated in the Agreement.

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this First Amendment to the Agreement, the CONTRACTOR shall be entitled to a fee for actual services performed and accepted by the City, in a monthly amount as follows:

Fiscal Year 2014, October 1, 2013 – September 30, 2014

Location #5 - \$400.00 Monthly

Location #6 - \$460.00 Monthly

Location #8 - \$1,166.00 Monthly

XXX. PUBLIC RECORDS: Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COUNTERPARTS: This First Amendment to the Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this First Amendment.

ENTIRE AGREEMENT: This First Amendment is intended to amend the Agreement as specified herein and shall take precedence over the Agreement. All other terms of the Agreement that are not amended by this First Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this First Amendment and the Agreement which are not contained herein or therein shall be valid or binding.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

ATTEST

Approved as to form and legal sufficiency:

[Signature]
Pamela J. Lopez, City Clerk

[Signature] Far
Glen J. Torcivia, City Attorney

CONTRACTOR: DeAngelo Brothers Inc., d/b/a Aquagenix

By: [Signature]

[Corporate Seal]

Print Name: Paul D DeAngelo

Title: President

Pennsylvania
STATE OF ~~FLORIDA~~
COUNTY OF ~~PALM BEACH~~ Luzerne

The foregoing instrument was acknowledged before me this 23 day of September, 2013 by Paul D DeAngelo, President of DeAngelo Brothers Inc, d/b/a Aquagenix, a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

[Signature]
Print Name: Brenda L Swank
My commission expires: October 13, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brenda L. Swank, Notary Public
Berwick Boro, Columbia County
My Commission Expires Oct. 13, 2013
Member, Pennsylvania Association of Notaries

FIRST AMENDMENT TO CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT is made this 30 day of - ~~September~~, 2012 between the **City of Lake Worth, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **STS Maintain Services, Inc**, a Florida corporation, with its office located at 2061 SW Racquet Club Drive, Palm City, Florida 34990, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation to Bid PS-GM-11-12-731 for the procurement of Grounds Maintenance Services for City Owned Properties;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-GM-11-12-731;

WHEREAS, the CITY awarded Bid PS-GM-11-12-731 to the CONTRACTOR and the parties entered an agreement on September 25, 2012 (the "Agreement");

WHEREAS, the CITY desires to renew the Agreement for an additional one (1) year term.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual promises herein contained and contained in the Agreement, the sufficient of which is hereby acknowledged by both parties, the parties agree to amend the Agreement as follows:

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VI. FEE AND ORDERING MECHANISM

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Fiscal Year 2014, October 1, 2013 – September 30, 2014

Location #1 - \$1,050.00 Monthly

Location #4 - \$600.00 Monthly

Location #7 - \$950.00 Monthly

XXX. PUBLIC RECORDS: Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COUNTERPARTS: This First Amendment to the Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this First Amendment.

ENTIRE AGREEMENT: This First Amendment is intended to amend the Agreement as specified herein and shall take precedence over the Agreement. All other terms of the Agreement that are not amended by this First Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this First Amendment and the Agreement which are not contained herein or therein shall be valid or binding.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Agreement on the day and year first above written.

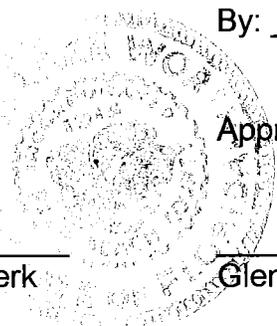
CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

ATTEST

Approved as to form and legal sufficiency:

[Signature]
Pamela J. Lopez, City Clerk



[Signature]
Glen J. Torcivia, City Attorney

CONTRACTOR: STS Maintain Services, Inc.

[Corporate Seal]

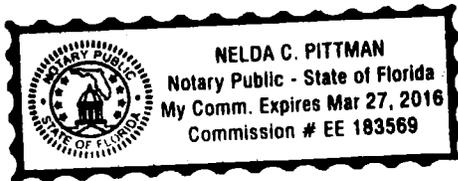
By: [Signature]
Print Name: Mark Ferraro
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Martin)
~~PALM BEACH~~

The foregoing instrument was acknowledged before me this 20th day of September, 2013 by Mark Ferraro Vice, President of STS Maintain Services, Inc., a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

[Signature]
Print Name: Nelda C. Pittman
My commission expires: 3-27-2016



FIRST AMENDMENT TO CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT is made this 30 day of - September 2013 between the **City of Lake Worth, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **Vincent and Sons Landscaping, Inc.**, a Florida corporation, with its office located at 1829 Montague Street, Lake Worth, FL 33461, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation to Bid PS-GM-11-12-731 for the procurement of Grounds Maintenance Services for City Owned Properties;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid PS-GM-11-12-731;

WHEREAS, the CITY awarded Bid PS-GM-11-12-731 to the CONTRACTOR and the parties entered an agreement on September 25, 2012 (the "Agreement");

WHEREAS, the CITY desires to renew the Agreement for an additional one (1) year term.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual promises herein contained and contained in the Agreement, the sufficient of which is hereby acknowledged by both parties, the parties agree to amend the Agreement as follows:

I. Term

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VI. FEE AND ORDERING MECHANISM

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Fiscal Year 2014, October 1, 2013 – September 30, 2014

Location #2 - \$900.00 Monthly

Location #3 - \$480.00 Monthly

XXX. PUBLIC RECORDS: Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COUNTERPARTS: This First Amendment to the Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this First Amendment.

ENTIRE AGREEMENT: This First Amendment is intended to amend the Agreement as specified herein and shall take precedence over the Agreement. All other terms of the Agreement that are not amended by this First Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this First Amendment and the Agreement which are not contained herein or therein shall be valid or binding.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Agreement on the day and year first above written.

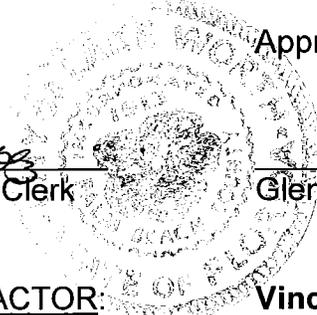
CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

ATTEST

Approved as to form and legal sufficiency:

[Signature]
Pamela J. Lopez, City Clerk



[Signature] FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: Vincent and Sons Landscaping, Inc.

By: [Signature]

[Corporate Seal]

Print Name: David Vincent

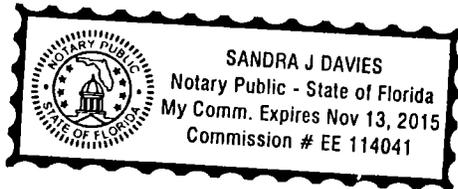
Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH _____)

The foregoing instrument was acknowledged before me this 19 day of Sept., 2013 by David Vincent, President of Vincent and Sons Landscaping Inc., a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following FLIDK as identification.

Notary Public

[Signature]
Print Name: Sandra J Davies
My commission expires: 11/13/2015



CITY OF LAKE WORTH

INVITATION FOR BID PS-GM-11-12-731

Grounds Maintenance for City Owned Properties

Sealed bids will be accepted by the City of Lake Worth Office for the provision of services related to GROUND MAINTENANCE services for City owned properties, as identified by the City's Public Services Department, until **3:00PM local time on August 30, 2012**, at which time and place, all bids will be opened.

BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME REFERENCED ABOVE WILL NOT BE CONSIDERED RESPONSIVE, NOR BE ACCEPTED. UPON REQUEST OF THE APPLICABLE BIDDER, NON-RESPONSIVE BIDS WILL BE RETURNED.

It is the sole responsibility of the bidder to ensure that their bid is in the possession of the Procurement Office before the closing date and time referenced above. The City will in no way be responsible for any delays.

BID PACKAGES: Will be available at no cost, as follows

- Via email in (.pdf) format; send your request to: KHansen@LakeWorth.org
- For download from the City's Website, located at www.lakeworth.org under Purchasing Opportunities along left-hand side
- Pick-up in person at the Procurement Office located within City Hall

REQUIREMENTS:

- All bids, to include one (1) original and two (2) copies along with any Addenda (or acknowledgment thereof), must be placed in a sealed envelope or container, and mailed or delivered to the Procurement Office, at the following location (no fax, email, telegram or phone bids will be accepted):

City of Lake Worth
Procurement Office – 2nd Floor
Attn: Kari Hansen
7 N. Dixie Hwy
Lake Worth, FL 33460

- All bids must have the following information plainly marked on the outside:

IFB #PS-GM-11-12-731
Grounds Maintenance Services for City Owned Property
Opening Date/Time: August 30, 2012, at 3:00 PM EST

PRE-BID TOUR

There is a Pre-Bid Tour/Site Inspection scheduled for this project, to be held on **Tuesday, August 21, 2012 starting @ 1100AM**, at the 1900 2nd Avenue North, Lake Worth Utilities Building. All contractors wishing to submit bids are **STRONGLY ENCOURAGED** to attend, or be represented at the pre-bid, in order to familiarize themselves with the requirements, ask questions, and perform site inspections.

PURPOSE OF BID

The sole purpose of this bid is solicit sealed bids for a term contract, to perform Grounds Maintenance Services, as described in Section C - Scope of Services of this Invitation for Bid.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the City, shall be done so at no cost to the City, and shall not delay the completion of the project. The City's payment terms are Net 30 after receipt of a proper invoice. The City will make every effort to pay invoices in a more expedient manner, but reserves the right to make payment within 30 days, as described above.

It is agreed by the bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the IFB. Upon the receipt of a recommendation of award, the City will issue to the recommended contractor, a service contract for signature, which will reference this solicitation and represent the agreement between the parties. If a conflict exists between the two, the follow-on contract will take precedence.

Upon notification of recommendation of award, Bidder agrees to not commence work without the following:

- Fully executed Contract
- Business Tax Receipt and Registration (if not already registered with the Building Division)
- Receipt of a City Purchase Order, referencing the project
- Notice to Proceed issued from the City (if separate from the Purchase Order)

SECTION A- GENERAL CONDITIONS

1.0 BID SUBMITTAL

1.1 YOUR BID SUBMITTAL SHALL CONSIST OF THE FOLLOWING:

MUST BE SUBMITTED IN TRIPLICATE: ORIGINAL & 2 COPIES

- A. BID FORM pages, completed and signed
 - B. Signed copy of each Addendum (if issued), or acknowledgement of receipt of each issued Addendum, where requested on the Bid Form.
 - C. Clarifications & Exceptions sheet for Exceptions/Deviations (if applicable)
 - D. List of Subcontractors with contact names/numbers
 - D. Completed Certification of Drug Free Workplace Program
 - E. List of three references (most applicable), which reflect customers to which you provided these services to within the last five years. If the services provided to these references were substantially different from a regulatory, performance or requirements standpoint, please make a notation to that effect within the Clarifications/Exceptions section of your response.
 - F. Copies of required Licenses to perform the requested services
 - G. Copy of current Certificate of Insurance, showing existing and applicable coverage (see paragraph 29 for minimum required amounts) – ***a project-specific original certificate of insurance will be required of the awarded bidder, subsequent to Notice of Award, and prior to the execution of any work on this contract.***
- 1.2** Bidders are advised to closely examine this Invitation for Bid (IFB) package. All bid responses must be submitted on the forms provided in this IFB package. Bid responses on vendor letterhead/quotation forms will not be accepted unless otherwise specified in the IFB. **NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO INSURE THAT ALL PAGES OF THE IFB AND ALL ADDENDA (IF ANY) ARE RECEIVED.**
- 1.3** Signatures are required where indicated and must be signed in blue or black ink. Failure to do so shall be cause for rejection of the bid.
- 1.4** Bid files may be examined during normal working hours, by appointment only, after bid opening, at such time as the bid files become available for public inspection.

- 1.5 Bidders are expected to familiarize themselves as to the requirements of the specifications. Failure to do so will be at the bidder's own risk. A bidder will not expect to secure relief on the plea of error or misunderstanding.
- 1.6 Bidders must furnish all information required. **BIDS THAT DO NOT COMPLY WITH THESE REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.**

2.0 ADDENDA

- 2.1 Any questions by prospective bidders should be directed to the Purchasing Agent in writing to khansen@lakeworth.org. Interpretations of the IFB or additional information as to its requirements, where necessary, shall be communicated to bidders **ONLY BY WRITTEN ADDENDUM**. Should the bidder ask for verbal interpretation, they do so at their own risk.
- 2.2 A written addendum will only be forwarded to those known, interested bidders/vendors, in addition to posting the Addendum on the City's Purchasing Opportunities website. It is the responsibility of each bidder to ascertain whether Addenda have been issued by calling the Procurement Office at (561) 586-1674, or by sending an email to the address listed above. All addenda must be signed by an authorized representative of the vendor and be submitted within the sealed package in response to the IFB. Omission of any signed addendum may be cause for rejection of the bid as non-responsive.

3.0 PRICE/DELIVERY ACCEPTANCE:

- 3.1 Prices quoted must include all services as noted herein.
- 3.2 **Deliveries and/or services resulting from this bid are to be made during normal working hours unless otherwise specified in the IFB**
- 3.3 The bidders' delivery time for the product and/or services must be specified and adhered to. Should the bidder to whom the order or contract is awarded fail to deliver on or before the stated date, the City reserves the right to **CANCEL** the Purchase Order or contract and secure the entire or remaining portions of the order or contract elsewhere.

4.0 FEDERAL AND STATE TAX

The City of Lake Worth is exempt from sales tax. The OMB will provide an exemption certificate to the successful bidder, upon request. Vendors or contractors doing business with the City of Lake Worth shall **not** be exempt from paying sales tax to their suppliers for materials or services to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City's Tax Exemption Number in securing such materials or services.

5.0 ACCEPTANCE/REJECTION OF BIDS

The City of Lake Worth reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of

form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the IFB calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6.0 SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, it must include, in writing, the name and address of the subcontractor, name of the person to be contracted including telephone numbers and extent of work and/or materials (goods) to be furnished. This information shall be submitted in response to the IFB. The City of Lake Worth reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper or timely performance of an award; or who is restricted from doing business with the City, County or State; or who is not in a position to perform properly under this award. The City reserves the right to inspect all subcontractors' facilities in order to make a determination as to the foregoing.

7.0 NO BID/NO CHARGE

7.1 Where more than one item is listed, any items not bid upon should be indicated **NO BID**. As all requested services are needed and required, any/all items left blank will be considered a **NO BID** for that item.

7.2 A vendor desiring to offer a **NO CHARGE** bid for any items must so indicate, otherwise the bid will be construed as incomplete and will be subject to rejection.

8.0 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

8.1 The City is soliciting from vendors based on the enclosed specifications.

8.2 The determination as to whether the products/services are acceptable, including all judgments of equivalency, shall be made by the City of Lake Worth and such determination shall be final and binding on all bidders.

8.3 Any deviations or exceptions to the specifications and/or other requirements of the IFB must be explained in detail in your bid submittal. Exceptions and/or deviations must be listed on the Section entitled Clarifications and Exceptions. Any deviations or exceptions must be itemized by number and must refer to the applicable paragraph and page in the IFB. Otherwise, the bid will be considered to comply with the specifications outlined in the IFB and the successful bidder will be held responsible for meeting and adhering to all requirements as outlined in the Invitation for Bid (IFB).

9.0 CONFLICT OF INTEREST

9.1 All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Lake Worth. Further, all bidders must

disclose the name of any City employee who owns, directly or indirectly, an interest of five (5) percent or more in the bidder's firm or any of its branches.

9.2 By signing the bid, the bidder further declares that no City Commissioner, other City Officer or City Employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, or will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10. LEGAL REQUIREMENTS

10.1 All applicable Federal, State and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall apply. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.

10.2 The City of Lake Worth is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

10.4 FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):
(PUBLIC ENTITY CRIMES)

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

10.5 In compliance with Florida Statute (Section 287.087), attached form Drug Free Workplace Certification must be fully executed and submitted with your bid response. Firms which indicate participation versus non-participation in a Drug Free Workplace Program will receive preference in the event the participating firm is involved in a tie-bid situation with a non-participating firm.

10.6 The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Lake Worth for any terms and conditions not specifically stated in the Invitation For Bid (IFB). The setting shall be in Palm Beach County, Florida.

10.7 The obligations of the City of Lake Worth under this award are subject to the availability of funds lawfully appropriated for its purpose.

10.8 This Invitation for Bid (IFB) shall be included and incorporated in the final award.

The order of contractual precedence will be the contract, purchase order, IFB document, and vendor's bid response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida.

11.0 PRICES QUOTED

- 11.1** Bidder warrants, by virtue of submitting their bid, that prices remain firm for a period of ninety (90) days from the date of bid opening or until an award is made by the City.
- 11.2** In the event of mathematical error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly.
- 11.3** BIDS CONTAINING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID MAY BE REJECTED.
- 11.4** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

12.0 PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices must reflect the purchase order number. Payment terms are Net 30.

13.0 PROTEST PROCEDURE

- 13.1** Protests may only be filed by responsive bidders to this solicitation.
- 13.2** Protests must be addressed to the City of Lake Worth OMB Manager, in writing, identifying the protester, the solicitation title and number, and the basis for the protest. All protests must be received by the OMB within three (3) business days of date that the award recommendation is posted on the OMB's bulletin board. It shall be the bidder's responsibility to contact the OMB Manager to determine when the recommendation is posted. The protest is considered filed when it is received by the OMB.
- 13.3** Failure to file a protest within the specified time limit shall constitute a waiver of protest rights.

14.0 CODES AND REGULATIONS

Bidder certifies that all material, equipment, processes, etc., contained in its bid meets all OSHA, ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is awarded the contract, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the

aforementioned requirements in effect on date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the bidder.

15.0 COMPLIANCE WITH THE FLORIDA TOXIC SUBSTANCE STATUTE

In compliance with Chapter 442, Florida Statutes, any toxic substance supplied to the City under this bid must be accompanied by a Material Safety Data Sheet (MSDS).

16.0 INDEMNIFICATION

16.1 Vendor/Contractor agrees to protect, save defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from CITY by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Vendor/Contractor' performance under this Agreement, Vendor/Contractor' acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Vendor/Contractor or any breach of the terms of this Agreement; provided, however, the Vendor/Contractor shall not be responsible to the CITY for damages resulting out of bodily injury or damages to property which results from the negligence of the CITY, its respective agents, servants, employees or officers.

16.2 This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Vendor/Contractor's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Vendor/Contractor; or because of any claims or amount arising or recovered from the Vendor/Contractor under his contract; as is considered necessary by the CITY, may be retained for the use of the CITY, or in case no money is due, his surety (if applicable) shall be held until such suits, action or claims for injuries or damages as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the CITY.

17.0 EXTENDING BID PRICES TO OTHER GOVERNMENT AGENCIES

Upon award of a contract or Purchase Order, the successful bidder may also offer to supply the subject items/ services to all governmental agencies of the State of Florida, under the same conditions, prices and effective period as this bid, should the bidder feel it is in its best interest to do so.

18.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall take precedence.

19.0 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified and capable of providing the material/merchandise and/or services specified.

20.0 AWARD

20.1 The City of Lake Worth plans to award a **SERVICE CONTRACT** to the lowest responsive and responsible bidder on each bid item, but retains its option to not make an award. Price will be a major deciding factor; however, the city reserves the right to award to the company, which in the sole determination of the city, provides the best overall value on each bid item. Record of service to clients, proximity to the City, past performance with the City of Lake Worth, and other factors shall also be considered in awarding this contract.

20.2 Although the City of Lake Worth provides for the consideration of all responses, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be made to the lowest bid offered.

21.0 METHOD OF ORDERING (PURCHASE ORDER)

The City will issue a Purchase Order as its procurement method (ordering mechanism). All terms made part of the follow-on Service Contract, all terms, conditions, & specifications of this IFB (unless superseded by Service Contract), and Contractor's accepted bid are hereby included by reference. The Purchase Order serves as the Contractor's Notice To Proceed, unless a separate start date has been agreed between the parties.

22.0 TIME AND AVAILABILITY OF SERVICES/MATERIALS AND/OR PRODUCTS

22.1 It is hereby understood and mutually agreed by and between the parties hereto, that the timely delivery of services, material and/or products is essential in this contract.

22.2 Failure to deliver services, materials and/or products within the specified time may be cause for cancellation of the agreement and purchase order(s). Should this occur, the City is free to seek the services, materials and/or products from other qualified sources.

22.3 If the vendor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without negligence, including, but not restricted to, acts of God, or neglect of any other vendor/contractor, the period herein above specified for the completion and availability of services, material and/or products may be extended by such time as shall be approved by the City of Lake Worth, OMB.

23.0 FIXED PRICING AND RIGHT TO RENEW CONTRACT

23.1 The lump sum pricing reflected in a bidder's sealed bid response, shall be fixed and firm for at least 90 days. Although it's not expected, the City may request a price extension should award be made after 90 days has elapsed from the due date for the receipt of sealed bids.

23.2 This solicitation and the follow-on contract for services resulting from this solicitation are not eligible for renewal. The services, when required, will be re-bid at that time.

24.0 CANCELLATION

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein, or fails to meet the City's performance standards.

25.0 RIGHT TO TERMINATE

25.1 The City of Lake Worth reserves the right to terminate this contract without cause, effective thirty (30) days from date of written notice.

25.2 In the event any of the provisions of the contract are violated by the contractor, the City of Lake Worth may serve written notice upon such contractor of its intention to immediately terminate the contract, with cause. Such notice will state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all violation(s) shall not be affected by such termination and vendor surety, if any, shall be forfeited.

26.0 AS SPECIFIED

A purchase order will be issued with the understanding that all services and/or products delivered must meet the specifications herein. Items delivered which are not as specified will be returned to the vendor at no expense to the City of Lake Worth.

27.0 QUANTITY

The City of Lake Worth reserves the right to acquire varied quantities. However, it is our intent to maintain the quantity at the amount specified in this solicitation (if applicable).

28.0 SCOPE OF SPECIFICATIONS

28.1 The scope of these specifications is to insure the delivery of items that meet the needs of the City as defined in the Scope of Services section of this Invitation for Bid (IFB).

28.2 The omission or silence of any specifications or the omission of any essential data from these specifications does not relieve the supplier from furnishing services, materials and/or products ready for operation as required in the solicitation.

29.0 APPROVAL OF ACCOUNTING SYSTEM

29.1 Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

30.0 RIGHT TO INSPECT PLANT

The City may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the City.

31.0 RIGHT TO AUDIT RECORDS

- 1) **Audit of Cost or Pricing Data:** The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- 3) **Contractor Records:** If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
 - a. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and
 - b. Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining. Auditing and copying them.

32.0 LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than \$15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than \$15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/construction being requested, PRIOR to the due date/time for bids/proposals. Prior to making an award through the application of the local vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section. *Non-LOCAL business* means a bidder or proposer which is not a LOCAL business as defined herein.

Permanent place of business means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

33.0. ADDITIONAL INFORMATION

Requests for additional information should be referred to Kari Hansen, Purchasing Agent at (561) 586-1674 or KHansen@LakeWorth.org.

34.0 INSURANCE REQUIREMENTS

Prior to the issuance of a contract, bidder shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverage:

Comprehensive General Liability

Bodily Injury & Property Damage, Combined Limit	
• Each Occurrence:	\$ 500,000
• Aggregate	\$1,000,000

Comprehensive Automobile Liability

Bodily Injury	
• Each Person	\$ 250,000
• Each Accident	\$ 500,000
Property Damage	
• Each Occurrence	\$250,000

Workers Compensation

State	Statutory
Employer’s Liability	\$ 500,000

The City of Lake Worth (owner), shall be named as “Additional Insured” on the bidder’s General Liability Policy, and if bidder’s vehicles will be operating on City-owned property, the City of Lake Worth (owner) must also be named as “Additional Insured” on the bidder’s Automobile Liability policy.

Coverage must be maintained during the full term of the contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the bidder to insure it or the Insurance carrier, notifies the City of Lake Worth’s Human Resources Director, and Acting Risk Manager, Diane Clark (fax 561/533-7383), at least thirty (30) days before expiration.

35.0 APPROPRIATION OF FUNDS

As referenced in **Section 10.7**, bidder acknowledges that the City is a political subdivision of the State of Florida. If the types of goods/services being procured under this contract require an annual appropriation of funds by the City's governing body, then per 287.0582 FS, the city's performance and obligation to pay under this agreement is contingent upon an approved annual appropriation of funds by its governing body, known as the Lake Worth City Commission for this purpose. The City's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Commission".

SECTION B - SPECIAL CONDITIONS

1) **Service Contract and TERM**

The term of this Service Contract shall be from October 1, 2012 through September 30, 2013 with an option of two (2) one year renewals. Pricing provided on the Bid Form is fixed. Subsequent to the recommendation of award, the City will issue a separate contract to the selected contractor(s), but in any case, the contract will not include terms which are substantially different than those included in this solicitation and shall incorporate by reference each of the terms detailed in this solicitation, unless superseded by language in the contract.

3) **All or None Contract Award**

You may bid on all locations or selected locations. However, since the City reserves the right to award contract(s) either in whole or part, it is to your advantage to bid on all items.

4) **Bid Submittal**

If applicable, bidders must quote monthly rates for the Scheduled Maintenance as outlined in the Scope of Services, for each location reflected therein. The itemized rates will be calculated into a monthly sub-total and an annual lump sum amount for the complete Scope of Services.

5) **Contract Award**

Amongst other factors, the City shall consider the following factors in arriving at a contract award.

- Price
- Past performance with the City of Lake Worth
- Record of service, as reflected by reference checks
- Applicability of work provided to references to the City's scope
- Insurability, as evidenced by copy of Certificate of Insurance
- Possession of proper licensing
- Choice of Subcontractors

The City reserves the right to award a contract based upon consideration of all or some of the factors noted above, not solely on price.

SECTION C- SCOPE OF SERVICES

Purpose

The purpose of this IFB is to solicit bids for the provision of an Annual Contract for **Grounds Maintenance Services for City Owned Properties**. Subsequent to Contract award and prior to the commencement of work, the winning Bidder will be required to include a timetable acceptable to the City of Lake Worth, detailing the Annual schedule of grounds maintenance services which will be performed, reflecting timeframes based on the frequency's applicable to each service as described below.

Although there is pre-bid tour scheduled for this opportunity (see page 2), each bidder is recommended to further inspect all areas referenced below, and to contact the **City of Lake Worth** to insure that all required coverage areas are known. The **City of Lake Worth** will not be responsible for a contractor's misunderstanding regarding the types of services being requested, nor the areas which need to be maintained.

A) Scheduled maintenance (requirements and application rates):

Park areas, medians and entrance ways

- a) Mow all grass areas to a minimum height of 3.5 inches 40 times per year:
 - i. April – November once per week
 - ii. December – March every other week
- b) String trim each time grass is cut
- c) Edge all planter beds, mulched areas, trees, sidewalks and roadways once per month.
- d) Remove all litter, palm fronds and debris before mowing.
- e) Blow all leaves and clippings from sidewalks, pavilions, parking lots and adjacent roadways each time grass is mowed. **Do not blow any debris onto streets or into storm drains.**
- f) Notify City staff of any broken benches, tables, irrigation components and any safety issues.

Cemeteries

- a) Mow all grass areas to a minimum height of 3.5 inches 40 times per year:
 - i. April – November: once per week
 - ii. December – March: every other week
- b) String trim each time grass is cut
- c) Edge all planter beds, mulched areas, trees, sidewalks and roadways once per month.
- d) Remove all litter, palm fronds and debris before mowing.
- e) Blow all leaves and clippings from sidewalks, pavilions, parking lots and adjacent roadways each time grass is mowed. **Do not blow any debris onto streets or into storm drains.**
- f) String trim all headstones once per month. I. A. Banks Cemetery – 226 headstones

Vacant lots, City owned residential properties (Up to 25 lots)

- a) Mow, string trim, edge and blow once per month.
- b) Remove all litter and debris before mowing
- c) Notify City staff of any broken windows or doors and any other safety issues.

Monthly reports must be submitted to the City's project manager and shall include a list of work provided with dates and the condition of the various areas.

B) Locations (areas to be mowed in the City of Lake Worth):

Location 1 – 18.83 acres
Bryant Park

Location 2 – 10.00 acres
Howard Park
I. A. Banks Cemetery
Wimbly Gymnasium

Location 3 (Up to 25 total)
Vacant lots – generally 50' X 120'
City owned properties with houses – generally 50' X 120'

Location 4 – 10 acres
Sunset Ridge Park
Spillway Park
Federal Highway sites (13th Ave North and Federal, Constitution / Blue Star)
Wellesley and Notre Dame Drive

Location 5 – 6 acres
City Hall
Cultural Plaza
Dixie Highway
J Street parking lot
Triangle Park
Public Safety Complex
Fire Station #2
Shuffleboard Courts

Location 6
Barton Beach Park – 5.27 acres
S. Palm Way Blvd Median and S. Palm Park and Adjacent lots(2) – 5.27 acres
Old Bridge Park (Causeway) and right of way on SW Corner.
A1A right of ways and median.

Location 7
1900 2nd Avenue North, Boutwell Road, 1880 2nd Avenue North – 6.5 acres
Green Belt – 5 acres

Location 8 – 12.30 acres

6th & 10th Avenue entrance signs

12th Avenue sign

Roundabouts

Public Works facility

Memorial Park

Redding Road (ROW on west side of landfill)

Lavue ROW

17th Avenue North natural area

North H Street Passive Park

South F Street Passive Park

Substations: 1) 12th Avenue South and Tropical Drive

2) 6th Avenue South & South G Street

3) 1500 Lake Osborne Drive (2 acres

**BID FORM
IFB PS-GM-11-12-731**

Instructions: Remove this and all the following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 Copies).

In accordance with the plans and specifications noted in this IFB document, following are the fixed prices to provide all required services. Please include service items which are performed less frequently than monthly, into the monthly fee. **Prices are fixed for the time period associated with them:**

Rates per Scope of Services:

Service Location	Monthly Fee: 10/01/212 thru 09/30/12
Location 1:	\$ _____
Location 2:	\$ _____
Location 3:	\$ _____
Location 4:	\$ _____
Location 5:	\$ _____
Location 6:	\$ _____
Location 7:	\$ _____
Location 8:	\$ _____
 TOTAL MONTHLY FEE:	\$ _____

Check List:

Required documents attached?	(Yes or No)
- Acknowledge Addenda # ____ (if issued)	_____
- 1 Original and 2 copies of bid (signed)	_____
- List of Subcontractors	_____
- Contractor Verification Form	_____
- Drug Free Workplace Cert. (signed)	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____

BID FORM
Grounds Maintenance
PS-BM-11-12-731

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

FEIN: _____ State Incorporated _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

IFB # PS-BM-11-12-731

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	_____	_____	\$ _____
	(Company name)	(Type of Work)	
	_____	_____	
	(Address)	(Telephone)	
	_____	_____	
	(Zip Code)	(Federal ID)	
2.	_____	_____	\$ _____
	(Company name)	(Type of Work)	
	_____	_____	
	(Address)	(Telephone)	
	_____	_____	
	(Zip Code)	(Federal ID)	
3.	_____	_____	\$ _____
	(Company name)	(Type of Work)	
	_____	_____	
	(Address)	(Telephone)	
	_____	_____	
	(Zip Code)	(Federal ID)	
4.	_____	_____	\$ _____
	(Company name)	(Type of Work)	
	_____	_____	
	(Address)	(Telephone)	
	_____	_____	
	(Zip Code)	(Federal ID)	
	Total dollar amount to be awarded to sub-contractors		\$ _____

Authorized Signature: _____

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

**IFB # PS-BM-11-12-731
Grounds Maintenance**

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

Main Contact Name: _____

Title: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

City License:

ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT

May be obtained from City Construction Services

Failure to fully or accurately complete this form may be cause for rejection of the bid.

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____,
maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

(Date)

Name & title (typed)

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided the same product as bid herein within the last 5 years:

REFERENCE #1

Company Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

REFERENCE #2

Company Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

REFERENCE #3

Company Name: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

CITY OF LAKE WORTH

7 North Dixie Highway • Lake Worth, Florida 33460 • Phone: 561-586-1674

TABULATION SHEET	Grounds Maintenance Services for City Owned Properties - IFB PS-GM-11-12-731 - Opened: August 30, 2012 at 3:00pm									
Name of Bidders:	A & S Total Cleaning	AquaGenix	Haliburton Landscaping	LaBelle Cleaning Co	Latona View Lawn Crew	Lawn Wizard USA	Next Era Landscaping	STS Maintain Services	TreeHugger Landscaping	Vincent & Sons Lndsp
Location #1-Bryt Prk	\$1,850.00	\$1,560.00	\$725.00	\$3,150.00	\$1,750.00	\$1,500.00	\$1,415.00	\$1,050.00	\$1,333.00	\$1,075.00
Location #2-How Prk	\$1,850.00	\$930.00	\$350.00	\$2,000.00	\$1,320.00	\$1,000.00	\$1,210.00	\$950.00	\$1,000.00	\$900.00
Location #3-Lots	\$620.00	\$1,400.00	\$875.00	\$1,500.00	\$50.00	\$35.00	\$45.00	\$40.00	\$1,500.00	\$480.00
- Multitply * 25 lots					\$1,250.00	\$875.00	\$1,125.00	\$1,000.00		
Location #4-Sun Prk	\$620.00	\$930.00	\$350.00	\$700.00	\$1,490.00	\$650.00	\$1,560.00	\$600.00	\$1,200.00	\$800.00
Location #5-City Hall	\$615.00	\$400.00	\$300.00	\$600.00	\$1,190.00	\$1,200.00	\$1,700.00	\$475.00	\$1,300.00	\$900.00
Location #6-Bart Bch	\$615.00	\$460.00	\$250.00	\$200.00	\$1,490.00	\$1,000.00	\$1,700.00	\$875.00	\$1,000.00	\$2,500.00
Location #7-2nd Ave	\$615.00	\$1,166.00	\$425.00	\$1,500.00	\$1,490.00	\$1,000.00	\$1,275.00	\$950.00	\$1,200.00	\$1,000.00
Location #8-PS Fac	\$615.00	\$1,166.00	\$475.00	\$2,000.00	\$1,490.00	\$2,600.00	\$1,490.00	\$1,275.00	\$1,300.00	\$2,500.00
TOTAL MONTHLY FEE	\$7,400.00	\$8,012.00	\$3,750.00	\$11,650.00	\$11,470.00	\$9,825.00	\$11,475.00	\$7,175.00	\$9,833.00	\$10,155.00
TOTAL ANNUAL FEE	\$88,800.00	\$96,144.00	\$45,000.00	\$139,800.00	\$137,640.00	\$117,900.00	\$137,700.00	\$86,100.00	\$117,996.00	\$121,860.00
Local CLW Vendor	No	No	No address	Yes	Yes	No	No	No	No	Yes
- Location of Vendor	Deerfield Bch	Riviera Bch		Lake Worth	Lake Worth	Oakland Prk	Palm Springs	Palm City	W. Palm Bch	Lake Worth
Subs (Yes / No)	None	None	Not Included	None	None	None	None	None	None	None
Cont Verif Form (Y/N)	Yes	Yes	Not Included	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Clar/Exceptions Page	None	None	Not Included	None	Yes, See Bid. Per Lot Price	None	None	None	None	None
Drug Free Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Licences Included	Yes	Yes	No	Need to Verify	Yes	Yes	Yes	Yes	Yes	Yes
			No signatures - Non-Responsive	Need to Verify. Can't read Loc#6	#3 - Per Lot	#3 - Per Lot	#3 - Per Lot	#3 - Per Lot		