



City of Lake Worth
PROCUREMENT OFFICE

INVITATION FOR BID

IFB NO. 15-113

**Contract for City-wide Lawn Maintenance
Services**

Bid Submission Deadline

Day / Date: **July 29, 2015**
Time: 3:00 PM
Location: Finance Office
7 North Dixie Highway, 2nd Floor
Lake Worth, FL 33460

Pre-Bid Meeting

Day / Date: **July 7, 2015**
Time: 10:00 AM
Location: City Hall Conference Room, 1st Floor
7 N. Dixie Highway
Lake Worth, FL 33460



PROCUREMENT OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

**INVITATION FOR BID
IFB # 15-113**

Contract for City-wide Lawn Maintenance Services

The City of Lake Worth is soliciting bids from responsible and experienced lawn maintenance contractors to perform lawn mowing services for the City of Lake Worth's municipally owned lots.

The scope of work is inclusive of all of the following and as further detailed in Attachment A:

- Trash pickup and removal prior to mowing (cups, napkins, bags, etc.)
- Branch removal and placement adjacent to curb (City to haul away)
- Lawn mowing of property
- Edge trimming of lawn adjacent to curbs, sidewalks, pavement, property lines
- String trimming around posts, trees, monuments, hedges, etc.
- Blowing of trimmings out of roadway, sidewalks, and other areas back onto green area
- Sweeping of trimmings if necessary back onto green area

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on July 29, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

A Pre-Bid meeting is scheduled for **10:00 AM on July 7, 2015**, located at City Hall, City Hall Conference Room, 1st Floor, 7 North Dixie Highway, Lake Worth, FL 33460.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-113. Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.


Hirut Darge, Purchasing Agent

PUBLISH: Palm Beach Post
June 21, 2015

Contract for City-wide Lawn Maintenance Services
IFB #15-113

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
IFB Publication Date, Palm Beach Post	June 21, 2015
Pre-Bid Meeting, City Hall	July 7, 2015, 10:00 AM
Final Questions Due	July 10, 2015, 3:00 PM
Addenda Published	July 15, 2015
Proposals Due	July 29, 2015, 3:00 PM

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IFB #15-113

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STANDARD CITY FORMS

SECTION 1 - SCOPE OF WORK

Contract for City-wide Lawn Maintenance Services

The City of Lake Worth is soliciting bids from responsible and experienced lawn maintenance contractors to perform lawn maintenance services for the City of Lake Worth's municipally owned lots.

The scope of work is inclusive of all of the following and as further detailed in the Special Terms below:

- Trash pickup and removal prior to mowing (cups, napkins, bags, etc.)
- Branch removal and placement adjacent to curb (City to haul away)
- Lawn mowing of property
- Edge trimming of lawn adjacent to curbs, sidewalks, pavement, property lines
- String trimming around posts, trees, monuments, hedges, etc.
- Blowing of trimmings out of roadway, sidewalks, and other areas back onto green area
- Sweeping of trimmings if necessary back onto green area

All work shall be performed in a professional, competent and workmanlike manner. **The project will be awarded as a lump sum contract; however the bid form "Attachment A" is to be completed with unit prices for each location and the City may choose to eliminate sites at its sole discretion.** The Bid shall be completed on Bid Form B3 "Attachment A".

SECTION 2 – SPECIAL TERMS

1. Pre-Bid Conference

A Pre-Bid Conference is scheduled at **10:00 AM on July 7, 2015** at the City Hall Conference Room, 7 North Dixie Highway, Lake Worth, Florida 33460 to provide potential bidders the opportunity to ask questions and receive clarification concerning the project. All contractors wishing to submit bids are strongly encouraged to attend in order to familiarize themselves with the sites, ask questions, and perform inspections.

2. Term of Agreement. The term of this Agreement shall for a period of one (1) year from the date of the contract with the option to renew for two (2) additional one (1) year periods, for a total possible contract of 3 years. The City may terminate the Agreement subject to the provisions of the Agreement. The contract term shall commence on October 1, 2015 and expire on September 30, 2016 unless otherwise renewed by mutual agreement of the contractor and City.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)
N/A

(Fee/Amount or calculation)
N/A

4. Licenses. Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- The contractor warrants that it is a corporation duly licensed to do business in the State of Florida (provide proof of licensure)

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. Construction Bond.
Not Applicable.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured". Selected bidder will need to supply additional insured endorsements.

7. **Other Special Conditions:**

Work hours are subject to the City's Code of Ordinances provisions. No work on Sunday & Holiday, unless a waiver is authorized by Public Services with at least a 48 hours advanced notice.

The services to be provided under this IFB are set to commence upon the City's issuance of a notice to proceed. Due to the nature of the services, the notice to proceed may be by oral communication to the selected bidder. All bidders must have all necessary equipment and/or personnel to immediately commence upon receipt of the notice to proceed.

The City reserves the right to award contract(s) either in whole or part to the lowest, most responsive and responsible bidder(s).

8. Scheduled Maintenance

“Seasonal cycle” maintenance (High profile public use areas)

- 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 each time grass is cut.
- 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.
- g) String trim all cemetery headstones once per month.

Monthly maintenance (Low profile City property)

- a) Mow all grass areas to a minimum height of 3.5 inches 12 times per year (once per month)
- b) Edge at sidewalks and roadways once per month.
- c) Remove all litter, palm fronds and debris before mowing.
- d) 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.**
- e) Notify City contact of any waste debris or large illegally dumped materials

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.

SECTION 3 - MINIMUM QUALIFICATIONS

CHECKLIST

Contractors must meet the following minimum requirements in order to be considered for award.

Contractors not meeting these requirements will be disqualified. All decisions of the City are final.

1. Contractor must be actively engaged in the business of lawn maintenance for a period of at least the last five (5) years prior to this bid.
2. Contractor must demonstrate that it has the resources in labor and equipment to properly service the maintenance needs of this contract. Submittal of a summary of available labor staff and available equipment is required.

Complete Form A1 - Contractor's Prior Experience Form

1. Contractor must be a corporation duly licensed in the State of FL. Please submit a copy of the license with this bid submittal package.



BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Contractor's Prior Experience Form

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor' Name: _____

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contract Name: _____ Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Contact Name & Title: _____

Phone Number: () _____ Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: _____

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contract Name: _____ Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Contact Name & Title: _____

Phone Number: () _____ Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. **HOW TO SUBMIT A BID:**

a. **The original and two (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram, facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all addenda, plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** Each bid submitted in response to this IFB shall contain the following documents:

- Minimum Requirements and Checklist and Form A1
- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of Bid Items
- B4 Substitution Sheet
- B5 Schedule of Subcontractors
- B6 Contractor Verification
- B7 Reference List
- B8 Drug Free Certification
- B9 Florida Trench Safety Form
- B10 Contractor's Existing and Projected Workload
- ___ Copies of required licenses, certificates or registrations
- ___ Any issued Addenda

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered and responsive.

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms (B1 – B9).** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for one hundred twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing. **The Schedule of Subcontractors form must be completed with the listing of anticipated subcontractors. Failure to submit the completed form may result in the City rejecting the bid.**

8. BID BONDS OR DEPOSITS – Not Applicable

9. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

12. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

13. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

14. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Finance
City of Lake Worth, Procurement Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1654

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely

upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

15. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

16. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.
5. Past Performance
6. Content of the bid

The above criteria are equally weighted.

17. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

18. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

19. PROCUREMENT CODE. The City of Lake Worth's procurement code is to be followed for City funded projects.

20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. PROTEST PROCEDURE. Any actual Bidder who is aggrieved in connection with this IFB may protest such procurement. The protest must be filed with the City in accordance with Palm Beach County Purchasing Code protest requirements. A complete copy of the county's code is available on-line at municode.com under the County's code of ordinances, section 2-55. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Sec. 2-55. Protested solicitations and awards.

(a) Right to protest. After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the director of purchasing. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid or a request for proposal. Recommended awards less than the mandatory bid or proposal amount cannot be protested.

(b) Notice of protest. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest shall be in writing and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received and date/time stamped by the department of purchasing. Neither the director of purchasing nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest.

22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

23. PUBLIC RECORDS REQUESTS DURING BID OPENINGS

Sec. 255.0518, Fla. Stat., requires that when the bids are open, they must be opened at a public meeting (held in accordance with sec. 286.011, Fla. Stat.); the name of each bidder and the price submitted on each bid must be announced; and the name of each bidder and the price must be made available by the City upon request. Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the proposal / bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws there issued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

24. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City's Procurement Office.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB #15-113 Project Title: Contract for City-wide Lawn Maintenance Services

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Prior Experience. (A1)
- _____ 3. Bid (B2) Must be signed.
- _____ 4. Schedule of Bid Items (B3) Must be signed.
- _____ 5. Substitution Sheet (B4). If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B5). If none, mark "none".
- _____ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B7)
- _____ 9. Drug Free Certification (B8)
- _____ 10. Trench Safety Compliance Form (B9)
- _____ 11. Contractor's Existing and Projected Workload (B10)
- _____ 12. Copies of Licenses, Certifications and Registrations (Contractor to Supply)
- _____ 13. Any issued Addenda

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B3)

BID

Contract for City-wide Lawn Maintenance Services
IFB # 15-113

Schedule of Unit Bid Items

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of Form B2 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

PLEASE USE ATTACHMENT "A" PRICING SCHEDULE

Name of Firm: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

BID
Contract for City-wide Lawn Maintenance Services
IFB # 15-113

SCHEDULE OF SUBCONTRACTORS

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)	(tel. #)	
	(zip code)	(federal I.D. #)	
2.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors 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.

BID
Contract for City-wide Lawn Maintenance Services
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CONTRACTOR VERIFICATION FORM

BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH APPLICABLE COPY)**

County License # _____ **(ATTACH APPLICABLE COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Contractor/Licensee a full-time employee of Bidder?

_____ Yes _____ No _____ N/A

Will the Contractor/Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No _____ N/A

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.

Contract for City-wide Lawn Maintenance Services
IFB # 15-113

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: (____) _____ Fax: (____) _____ E-Mail: _____

IFB # 15-113
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. 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 the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on 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 1893, 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. 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 so convicted.
6. 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.

Bidders Authorized Signature

Print Name: _____

Date

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

If Not Applicable - Check this Box and sign below.

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

Included in the specifications for this bid or

Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

