

(ADDENDUM COVER SHEET)

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 2

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: May 11, 2009

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. The pre-bid meeting/site visit **time** has been changed from 2:00 p.m. on Wednesday, May 13, 2009 to 10:00am on Wednesday, May 13, 2009. The date has not changed. Please contact Curtis Johnson by email at curjohnson@broward.org if your company plans to attend the pre-bid meeting/site visit on Wednesday, May 13, 2009 at 10:00 a.m. so that transportation arrangements can be made.

This addendum **SHOULD** be acknowledged on the Bid Sheet Form or returned with your Invitation for Bid due Wednesday, May 27, 2009 at 2:00 p.m.

All “must” documents are considered a matter of responsiveness and shall be submitted at the time of bid. Failure of a Bidder to return the documents shall be cause for rejection of the bid.

All other terms, conditions and specifications remain unchanged for Bid No. Z0684313B1.

NAME OF COMPANY: _____

(ADDENDUM COVER SHEET)

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 1

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: April 30, 2009

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid Opening remains Wednesday, May 27, 2009 at 2:00 p.m.
2. Please contact Curtis Johnson by email at curjohnson@broward.org if your company plans to attend the pre-bid meeting/site visit on Wednesday, May 13, 2009 at 10:00am so that transportation arrangements can be made.
3. On April 28, 2009, the Broward County Board of Commissions adopted revisions to the Broward County Procurement Code amending Sections 21.22, 21.23, 21.31, 21.84, 21.87, 21.118, 21.119, and 21.120 of the Broward County Administrative Code. The revisions to the Procurement Code became effective upon adoption and apply to this solicitation. The Broward County Purchasing Division's website is the official location for the County's posting of all solicitations and contract award results. It is the obligation of each vendor to monitor the website in order to obtain complete and timely information. The website is located at <http://www.broward.org/purchasing>.

Please replace paragraph 29 on page 5 of 6 of the General Conditions with the following:

29. RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS. Sections 21.118 and 21.119 of the Broward County Procurement Code set forth procedural requirements that apply if a vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

(a) Any protest concerning the bid or other solicitation specifications or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

ADDENDUM NO. 1
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

(b) Any protest concerning a solicitation or proposed award above the award authority of the Purchasing Director, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation of award on the Purchasing Division's website.

(c) Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.

(e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$ 30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$ 5 million	\$5,000

This addendum **SHOULD** be acknowledged on the Bid Sheet Form or returned with your Invitation for Bid due Wednesday, May 27, 2009 at 2:00 p.m.

All "must" documents are considered a matter of responsiveness and shall be submitted at the time of bid. Failure of a Bidder to return the documents shall be cause for rejection of the bid.

All other terms, conditions and specifications remain unchanged for Bid No. Z0684313B1.

NAME OF COMPANY: _____

SUBMIT BID TO:

Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
954-357-6065/66

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

- BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **MAY 27, 2009**

and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

AIRPORT GROUNDS MAINTENANCE/(NSM)

BID NO. **Z0684313B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER

SARAH TOWNSEND, (954) 359-6112

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE NO.

CONTACT PERSON

FAX NO.

BIDDERS E-MAIL ADDRESS

***AUTHORIZED SIGNATURE**

(submit original in blue ink)

DATE

PRINT NAME

TITLE

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** 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. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of over-exposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action

of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifications

or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.
- c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.
30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.
- It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,

effective after opening pursuant to Section 119.071, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

www.broward.org/purchasing



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in blue ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners

Josephus Eggelleton, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

LIVING WAGE SERVICE CONTRACT

SUBMISSION OF SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited on an open-end basis for Grounds Maintenance at the Fort Lauderdale-Hollywood International Airport for the Aviation Department.

The initial contract period shall start on date of award, or September 14, 2009, whichever is later and shall terminate one year from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

The Director of Purchasing may renew this contract for two one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

1. **SCOPE:** (Continued)
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
2. **SPECIFICATIONS AND REQUIREMENTS:**
The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.
3. **CONTINGENCY FEES:**
By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.
4. **FURTHER INFORMATION:**
Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Sarah Townsend, Purchasing Agent at (954) 359-6112.

Bidders requiring technical clarifications should contact Curtis Johnson or Ash Morgan at (954) 359-1250. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.
5. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to www.broward.org/purchasing/bids/asbestos.pdf. You may request a copy of subject location listing by calling (954) 357-6066.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

6. **SITE VISIT AND/OR PRE-BID CONFERENCE:**

Attendance at the site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visits/Pre-Bid Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.

(Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.)

<u>PRE-BID CONFERENCE /SITE VISIT</u>	
Date:	Wednesday, May 13, 2009
Time:	2:00 pm
Location:	Broward County Aviation Department Administration Conference Room 100 Aviation Boulevard Fort Lauderdale, FL 33315

If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.

7. **DELIVERY AND ACCEPTANCE:**

Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state on the Bid Sheet the number of calendar days required to make delivery and/or installation after issuance of purchase order or request for services.

However, goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day.

Delivery is FOB destination, freight included and is to be made to the following site(s):

Fort Lauderdale-Hollywood International Airport in Fort Lauderdale, FL

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

8. **SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:**

Vendor should submit minimally two references with their submission but must submit required references within five days of request of the Purchasing Division. References should be from customers that have received like products or services from the bidder.

9. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "L")**

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.

9.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

9.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

9.1.2 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

9.1.3 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

9. **INSURANCE REQUIREMENTS:** (Continued)

- 9.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 9.2.1 Premises-Operations.
 - 9.2.2 Products/Completed Operations Hazard.
 - 9.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 9.2.4 Broad Form Property Damage.
 - 9.2.5 Independent Contractors.
 - 9.2.6 Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.
 - 9.2.7 COUNTY is to be included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY in connection with general supervision of such operation.
 - 9.2.8 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 9.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 9.3.1 Comprehensive Form.
 - 9.3.2 Owned Vehicles.
 - 9.3.3 Hired Vehicles.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

9. **INSURANCE REQUIREMENTS:** (Continued)

9.3.4 Non-Owned Vehicles.

9.3.5 Any auto, if applicable.

9.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.

9.4 The CONTRACTOR shall be required to provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 9.1, 9.2, and 9.3 above. The Contractor should provide these Certificates within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

9.5 Certificates of insurance shall be provided as specified in sub-section 9.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

10. **WARRANTY:**

The bidder should specify any warranty applicable to the items bid.

11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS: (formerly known as OCCUPATIONAL LICENSE TAX)**

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

12. **CONTRACTOR RESPONSIBILITIES:**

12.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

12.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than fifty-five (55%) percent of the Contract Price.

13. **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

"CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement."

14. **LIVING WAGE ORDINANCE: (Vendor Questionnaire - Item No. 10 applies)**

Bidders are advised that the provisions of the **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")** will apply to this contract, if the open-end contract award value exceeds \$100,000 per year or the individual project value exceeds \$100,000 under a fixed term contract. In accordance with the Living Wage Ordinance, the bidder agrees to pay the minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted. **There will be no increase in contract prices paid by Broward County to the Bidder due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.** Explanation of Living Wage contract requirements is included in Attachment "G". The Living Wage Ordinance Compliance Affidavit, Exhibit 1, included in Attachment "G", should be furnished within five (5) business days after request by the Purchasing Agent but must be submitted prior to award by the Director of Purchasing or recommendation for award to the Board of County Commissioners.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

15. **CONE OF SILENCE ORDINANCE:**

- 15.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.
- 15.2 This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.
- 15.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

16. **COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):**

- 16.1 The Broward County Community Disadvantaged Business Enterprise Program (CDBE Program) shall apply to this contract. The CDBE Program objective is to ensure that small and economically disadvantaged businesses based in Broward County are able to meaningfully participate in Broward County procurement and projects as primary contractors and as subcontractors of primary contractors. Broward County (hereafter sometimes referred to as the County) seeks to accomplish this objective through the establishment of annual and contract goals. In an effort to achieve these goals, the County requires all who respond to this solicitation to utilize or attempt to utilize CDBE firms in performing the contract that will result from this bid in at least the percentage amount assigned for this bid. The CDBE participation goal assigned for this contract is 33%.

The Office of Equal Opportunity/Small Business Development Division maintains an on-line directory of CDBE firms. The on-line directory is available for use by bidders at <http://www.broward.org/smallbusiness>.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

16. **COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):** (Continued)

- 16.1 Bidders shall neither prohibit a CDBE firm from nor inhibit it in offering its goods or services to other bidders. A bidder may be disqualified from consideration for award under this bid if it is determined by the County that the bidder prohibited a CDBE firm from or inhibited a CDBE firm in offering its goods or services to other bidders that compete or that may desire to compete for award of this bid.

Compliance with the requirements of CDBE participation goals is a matter of responsiveness. To be responsive, a bidder MUST comply with the CDBE Program requirements related to submission of bids. These requirements are set forth in paragraphs below and in Broward County Ordinance No. 2007-32. A copy of the Ordinance may be viewed on-line at <http://www.broward.org/smallbusiness/cdbeoverview.htm>.

- 16.2 The provisions set forth in *REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS* shall be included in and shall become material terms and conditions of the contract resulting from the award of this bid.
- 16.3 The attachments to this Invitation for Bid are identified as follows and must be completed and returned with your bid:
- Supplement Form 2007 - 1 titled *Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant* - Attachment "H".
 - Supplement Form 2007 - 3 titled *Schedule of (CDBE) Participation* - Attachment "I".
 - Supplement Form 2007 - 4 titled *CDBE Unavailability Report* (required only if the CDBE participation goal is not met) - Attachment "J".

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS

A BID WILL NOT BE CONSIDERED RESPONSIVE UNLESS THE BIDDER COMPLIES WITH THE CDBE PARTICIPATION GOAL ESTABLISHED FOR THIS CONTRACT (AS PROVIDED IN PART I BELOW) OR DEMONSTRATES THAT THE BIDDER MADE A GOOD FAITH EFFORT TO MEET THE CDBE PARTICIPATION GOAL (AS PROVIDED IN PART II BELOW) AND SUBMITS THE REQUIRED INFORMATION WITH THE BID.

PART I. CDBE GOAL COMPLIANCE

Bidders must comply with the CDBE participation goal established for this bid and must submit all forms required by items (1) through (5) with the bid submittal in order to be responsive under this Part.

The forms submitted shall only address the base bid. No alternate bid item(s) shall be addressed. If CDBE participation for alternate bid item(s) is required, the participation shall be addressed after bid opening as follows:

Certain projects may include alternate bid item(s) for which a bidder is required to submit a bid and for which the County reserves the right to award after bid opening. If the County chooses to exercise the right to award alternate bid item(s), the CDBE participation goal for this bid shall apply to the alternate bid item(s) to be awarded, and the County shall issue a CDBE notice to the apparent successful bidder which shall require the bidder to comply with the CDBE participation goal for the alternate bid item(s). Prior to award, the apparent successful bidder shall submit to the County all forms required by the CDBE notice applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms may result in the bidder being deemed non-responsible and rejection of the bid.

- (1) The following information must be submitted for each CDBE firm that the bidder proposes to utilize if awarded this bid:
- a. The names and addresses of each CDBE firm that will participate in the contract resulting from this bid;
 - b. A description of the work that each CDBE firm will perform;
 - c. The dollar or percentage amount of the participation each CDBE firm will receive under the contract resulting from this bid;
 - d. Signed and sworn or affirmed acknowledgement before a notary public of the bidder's commitment to use each CDBE firm whose participation the bidder submits for the purpose of meeting the contract participation goal; and
 - e. Signed and sworn or affirmed acknowledgement before a notary public from each CDBE firm that it will participate in the contract as provided in (1)b. and (1)c. above.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS
(Continued)

PART I. CDBE GOAL COMPLIANCE (Continued)

The information required in (1), above, shall be submitted on Supplement Form 2007 - 1 titled "Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant" and Supplement Form 2007 - 3 titled "Schedule of (CDBE) Participation." Any change of a proposed CDBE firm after bid opening but prior to award shall be by utilization of another CDBE firm or firms certified by the Small Business Development Division to perform at least the same percentage of work that was to be performed by the CDBE firm being replaced.

- (2) If the bidder is a joint venture that includes a CDBE firm as a joint venturer, a "Joint Venture Eligibility Application" must be submitted with the bid either in addition to Supplement Form 2007 - 1 titled "Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant" and Supplement Form 2007 - 3 titled "Schedule of (CDBE) Participation" if credit is desired for the CDBE firm that is a participant in the joint venture. A joint venture that includes a CDBE firm as a bidder will be credited with CDBE participation on the basis of the percentage of work to be performed by the CDBE firm or the percentage of profit to accrue to the CDBE firm. For example, if a joint venture that includes a CDBE firm that is proposed to perform fifty percent (50%) of a project quoted at \$500,000 and fifty percent (50%) of the profits are to accrue to the CDBE firm in the joint venture, the CDBE firm's participation will be credited as fifty percent (50%) of the work or \$250,000. A Joint Venture Eligibility Application may be obtained at the Small Business Development Division.
- (3) A CDBE firm that bids to provide the goods or services will be credited with CDBE participation for that portion of the contract work that the CDBE firm performs and for that portion subcontracted to other CDBE firms. That is, in determining whether a CDBE firm that is bidding has met the contract participation goal, the amount of contract participation by the bidding CDBE firm shall be included in calculating the total CDBE participation under the contract. For example, if a bidding CDBE firm proposes to perform fifty percent (50%) of the work quoted at \$500,000 and to subcontract twenty-five percent (25%) to a non-CDBE firm and twenty-five percent (25%) to a CDBE firm, the CDBE participation will be credited at seventy-five percent (75%) or \$375,000.
- (4) A bidder may also count expenditures for materials and supplies towards its CDBE participation goals if the supplier or manufacturer is a CDBE firm, and if the CDBE firm is under contract with the bidder to provide the materials and supplies.
- (5) A bidder must include the information required by (1) through (4) above with its sealed bid response.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS
(Continued)

PART II. DETERMINATION OF GOOD FAITH EFFORT

A bidder may be determined responsive despite the failure of the bidder to meet the contract participation goal for this bid if the bidder provides sufficient documentation of its good faith effort to meet the goal at the time the bidder submits its bid.

A good faith effort to meet the CDBE contract participation goal shall be based on compliance with items (1) and (2) below; however, in determining whether a bidder has made a good faith effort, the County may take into account the response of other bidders regarding the contract participation goal. For example, when the apparent successful bidder fails to meet the contract participation goal, but others meet it, it is proper to question whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average CDBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence that the apparent successful bidder made a good faith effort. In addition, the quality, quantity, and intensity of the various efforts made by the bidder shall be considered in determining whether a bidder has made a good faith effort to meet the goal. In all cases, final determination of the sufficiency of a bidder's good faith effort may be made by the Board of County Commissioners.

- (1) A bidder who has made a good faith effort but failed to meet the contract participation goal established for this bid shall complete and submit a "CDBE Unavailability Report" at the time the bidder submits its bid. Bidders who submit a CDBE Unavailability Report with their bid must demonstrate the reasonable efforts they made to meet the goal by submitting adequate documentation.
- (2) A bidder shall support its demonstration of good faith effort by submitting a detailed written statement or statements of its effort together with adequate documentation of such effort. A bidder may demonstrate good faith efforts by reporting and documenting the activities undertaken, which may include, but are not limited to, the following:
 - a. Specifically soliciting CDBE firms (or firms that are eligible for CDBE certification) that have the capability to perform portions of the contract work. For example, a bidder should consider soliciting such CDBE firms while in attendance at pre-bid meetings, or by targeted advertising, or by written notices. The bidder must solicit CDBE firms in a timely manner to allow them to adequately respond to the solicitation. The bidder must take appropriate steps to follow up its solicitation of CDBE firms.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS
(Continued)

PART II. DETERMINATION OF GOOD FAITH EFFORT (Continued)

- b. Identifying portions of the work required by the bid that can reasonably be performed by a CDBE firm. This may include, where appropriate, separating work items into economically feasible units to facilitate CDBE participation, even when the bidder might otherwise prefer to perform the work with its own forces.
- c. Providing each interested CDBE firm with adequate information about the plans, specifications, and requirements of the work in a timely manner.
- d. Negotiating in good faith with each interested CDBE firm. Evidence of such negotiation should include the names, addresses, and telephone numbers of CDBE firms that were considered; a description of the information provided to the CDBE firm regarding the plans and specifications for the work selected for subcontracting; and evidence as to why there is not a current agreement with the interested CDBE firm to perform the work.
- e. Use of good business judgment regarding a number of factors in negotiating with all subcontractors, including CDBE firms, and in considering such subcontractors' price and capabilities. The fact that there may be additional costs involved in subcontracting with CDBE firms is not in itself a sufficient good faith effort that justifies a bidder's failure to meet the CDBE contract participation goal, if such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made by the Small Business Development Division, in consultation with the County's Purchasing Division.
- f. If a CDBE firm is rejected as unqualified to perform desired work, such rejection must be for sound reasons and occur only after a diligent investigation of the CDBE firm's capabilities.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS

The terms and conditions set forth in *Requirements for Contracts with CDBE Goals* shall be binding upon the successful bidder and shall be additional terms of the contract resulting from the award of this bid. The terms and conditions set forth in *Requirements for Contracts with CDBE Goals* shall also be included in each subcontract that the successful bidder executes with a subcontractor in fulfillment of the contract resulting from the award of this bid.

For purposes of *Requirements for Contracts with CDBE Goals*: (a) "Contractor" shall mean the successful bidder for this Invitation For Bids; (b) "CDBE Subcontractor" shall mean each CDBE firm included in the Contractor's bid and the resulting contract, and the CDBE Subcontractor is certified in accordance with the CDBE Program; (c) "Contract Administrator" shall mean the County representative assigned to manage the contract resulting from award of this bid.

1. No party to this contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, or familial status in the performance of this contract.
2. The Contractor shall comply with all applicable requirements of the Broward County Community Disadvantaged Business Enterprise (CDBE) Program in the award and administration of this contract. Failure by the Contractor to carry out any of the CDBE Program requirements shall constitute a material breach of this contract, which shall permit the County to terminate the contract or to exercise any other remedy available under the contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.
3. The Contractor shall not terminate a CDBE Subcontractor listed as a subcontractor without cause unless the Contractor has received the County's prior written consent.
4. If a CDBE Subcontractor is terminated for any reason, the Contractor shall make good faith efforts to find another CDBE to perform the work to be performed by the original CDBE Subcontractor.
5. The County shall have the right to review each proposed amendment, extension, modification, or change order to this contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial contract price by ten percent (10%) or Fifty Thousand Dollars (\$50,000), whichever is less, for opportunities to include or increase the participation of CDBE firms already involved in this contract. The Contractor shall make a good faith effort to include CDBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Small Business Development Division.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS
(Continued)

6. The Contractor shall allow the County to engage in on-site reviews to monitor the Contractor's progress in achieving and maintaining its contractual and CDBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Small Business Development Division.
7. Upon award or execution of this contract by the County, the Contractor shall enter into a formal contract with the CDBE firms the Contractor selected to fulfill the CDBE participation goal for this contract.
8. The Contractor shall submit monthly reports regarding compliance with its CDBE obligations to the Contract Administrator with its partial pay request. The monthly reports shall be submitted on a form which may be obtained at the Small Business Development Division.
9. The Contractor shall inform the County immediately when a CDBE Subcontractor is not able to perform or if the Contractor believes the CDBE Subcontractor should be replaced for any other reason, so that the Small Business Development Division may review and verify the good faith efforts of the Contractor to substitute the CDBE Subcontractor with another CDBE Subcontractor. The Contractor may change its CDBE Subcontractor only upon receiving the prior approval of the Small Business Development Division.
10. The Contractor acknowledges that the Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CDBE program which shall become applicable to this contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to the Contractor.
11. If the Contractor fails to comply with the requirements of *REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS*, the County reserves the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this contract or under applicable law.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

17. **BID/PROPOSAL GUARANTY:**

All bids shall be accompanied by an original Bid bond executed by a surety company meeting the qualifications for surety companies. The Bid bond must be an original, no photocopies will be accepted. In lieu of the Bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, irrevocable letter of credit, (Attachment "B") treasurer's check or bank draft of any national or state bank, in an amount equal to five percent [5%] of the price, payable to the Board of County Commissioners and conditioned upon executing the Contract and providing the Performance and Payment Guaranty within approximately (15) days after notification of intent to award of Contract. A personal check or a company check shall not be deemed a valid bid guaranty. Guaranty of the successful bidder shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said bidder fail to provide the required Performance and Payment Guaranty or fail to comply with any other requirements set forth herein. Guaranties of the unsuccessful will be returned after award of Contract.

18. **PERFORMANCE AND PAYMENT GUARANTY:**

- 18.1 Within fifteen (15) days after notification of award, the successful Bidder shall furnish a Performance and Payment Bond attached hereto as Attachment "C".
- 18.2 The Contractor is required at all times to have a valid Performance and Payment Guaranty in force covering the work being performed. Bond must be in the amount of 100% of total amount of contract guaranteeing the County the satisfactory performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers or subcontractors employed in the prosecution of the work.
- 18.3 The Contractor agrees to keep such Guarantee(s) or a replacement thereof, in force at all time during the period of the contract.
- 18.4 In lieu of the bond required by this section, contractor may furnish an alternate form of security which shall be in the form of cash, money order, certified check, cashiers check or irrevocable letter of credit of the form and containing all provisions of the Irrevocable Letter of Credit attached hereto as Attachment "D". Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. A determination of the value of such alternative forms of security shall be made by the County.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

19. **QUALIFICATIONS OF SURETY:**

- 19.1 The BID Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- 19.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
- 19.2.1 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
- 19.2.2 The County will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase.
- 19.2.3 The surety company shall have at least the following minimum ratings:

<u>Amount of Bond</u>		<u>Policyholder's Ratings</u>	<u>Financial Size Category</u>
500,001 to	1,000,000	B+	Class I
1,000,001 to	2,000,000	B+	Class II
2,000,001 to	5,000,000	A	Class III
5,000,001 to	10,000,000	A	Class IV
10,000,001 to	25,000,000	A	Class V
25,000,001 to	50,000,000	A	Class VI
50,000,001 or more		A	Class VII

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

19. **QUALIFICATIONS OF SURETY:** (Continued)

19.2.4 For projects which do not exceed \$500,000.00 the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code (Attachment "E")

19.2.5 The County will accept a surety bond from a company with a rating of B+ or better; provided, however, that if the surety company appears on the 'Watch List' that is published quarterly by 'Focus' of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County only if the bid amount does not increase.

20. **PREFERENCES:**

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

20.1 **DOMESTIC PARTNER CLAUSE:** (Attachment "K")

Preference for county contractors providing for nondiscrimination of benefits for domestic partners. (Reference Ordinance No. 1999-18, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a.,6.,7.,8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

20. **PREFERENCES:** (Continued)

20.2 **LOCAL PREFERENCE CLAUSE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

21. **DRUG-FREE WORKPLACE CERTIFICATION:**

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "F") should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

22. **BATTERY DISPOSAL:**

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

23. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

24. **DOCUMENT CHECKLIST:**
THE FOLLOWING ITEMS MAY BE REQUIRED TO DETERMINE BID RESPONSIVENESS. PLEASE ENSURE THAT ALL APPLICABLE ITEMS ARE COMPLETED AND SUBMITTED WITH YOUR BID. FAILURE TO MEET THE APPLICABLE REQUIREMENTS MAY RENDER YOUR BID NON-RESPONSIVE. ADDITIONAL INFORMATION FOR THESE ITEMS CAN BE FOUND THROUGHOUT THIS BID DOCUMENT.

- A. **Bid/Addendum**
☐ The Invitation for Bid must be signed in ink.
☐ If an Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
☐ If a revised Bid sheet is required, it must be returned with the Addendum.
- B. **Group Items**
☐ If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.
- C. **Community Disadvantaged Business Enterprise (CDBE) Documentation**
☐ If this solicitation includes participation goals, all appropriate documentation must be returned with your submittal, i.e., Schedule of Participation, Letters of Intent, Good Faith Effort, etc.
- D. **Bid Bond/Guaranty**
☐ You must attach an original Bid Bond executed by a surety company, or alternate form of acceptable security.
- E. **Licensing**
☐ Attach Copy of specified contractor license(s)
☐ For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
☐ If you hold a County license, and State registration is required, your license must be registered with the State.

25. **ADDITIONAL ITEMS:**
THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH YOUR BID, BUT NO LATER THAN FIVE (5) BUSINESS DAYS FROM REQUEST OF THE PURCHASING AGENT.

- A. **Supplements/Attachments**
- ☐ Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
 - ☐ The Non-Collusion Statement
 - ☐ The Vendor Questionnaire
 - ☐ Drug Free Workplace Certification – Attachment "F"
 - ☐ Living Wage Ordinance Compliance Affidavit (Exhibit 1) & Application for Exemption (Exhibit 2) - Attachment "G"
 - ☐ Community Disadvantaged Business Enterprise Certification - Attachment "H"
 - ☐ Domestic Partner Certification - Attachment "K"
 - ☐ Certificate of Insurance, per sample attached - Attachment "L"

*** All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.**

BID SHEETAIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

All line items must be bid, including contingency items.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP 1: AIRPORT ENTRANCE, TERMINAL COMPLEX AREA, PARKING GARAGES & ADMINISTRATIVE MODULAR OFFICE COMPLEX (ITEMS 1 – 10)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12 Months	Irrigation System, Operation and Maintenance, price per month (includes parts and labor)	\$_____/Mo.	\$_____
2.	3 Applications	Fertilize grass, price per application	\$_____/Appl.	\$_____
3.	3 Applications	Fertilize trees and ground cover, price per application	\$_____/Appl.	\$_____
4.	75 Hours	Insecticide application, price per hour based on Integrated Pest Management (IPM); includes product.	\$_____/Hour	\$_____
5.	12 Cycles	Ground Cover Trimming, price per cycle	\$_____/Cy.	\$_____
6.	1 Each	Root Prune Indian Rubber Ficus	\$_____/Ea.	\$_____
7.	28 Cycles	Grass mowing Landscape Area, price per cycle	\$_____/Cy.	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**AIRPORT GROUNDS MAINTENANCE**
(NON-SHELTERED MARKET)**GROUP 1: AIRPORT ENTRANCE, TERMINAL COMPLEX AREA, PARKING GARAGES & ADMINISTRATIVE MODULAR OFFICE COMPLEX (ITEMS 1 – 10)** (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
8.	10,000 Sq. Ft.	Sod Replacement, price per square foot	\$_____/Sq.Ft.	\$_____
9.	600 Cubic Yards	Mulch Replacement, price per cubic yard	\$_____/Cu.Yd.	\$_____
10.	12 Months	Trash Clean-up and Litter Control, price per month (Trash picked up on daily basis, 7 days a week but billed per month.)	\$_____/Mo.	\$_____

GROUP 1 SUBTOTAL (ITEMS 1 THRU 10)**\$_____**

***NOTE:** ITEMS 1 THRU 10 ARE ALL INCLUSIVE OF THE AIRPORT ENTRANCE, TERMINAL COMPLEX, PARKING GARAGES & ADMINISTRATIVE MODULAR OFFICE COMPLEX

Bid results will be posted to the Broward County Purchasing website at www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

BID SHEET
(Continued)**AIRPORT GROUNDS MAINTENANCE**
(NON-SHELTERED MARKET)**GROUP 2: GREENBELT AREA (ITEMS 11 – 19)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
11.	12 Months	Irrigation System, Operation and Maintenance, price per month (includes parts and labor)	\$ _____/Mo.	\$ _____
12.	3 Applications	Fertilize grass, price per application	\$ _____/Appl.	\$ _____
13.	3 Applications	Fertilize trees and ground cover, price per application	\$ _____/Appl.	\$ _____
14.	75 Hours	Insecticide Application, price per hour based on Integrated Pest Management (IPM); includes product.	\$ _____/Hour	\$ _____
15.	12 Cycles	Ground Cover Trimming, price per each trimming cycle	\$ _____/Cy.	\$ _____
16.	28 Cycles	Grass mowing Landscape Area, price per cycle	\$ _____/Cy.	\$ _____
17.	400 Cu. Yds	Mulch Replacement, price per Cubic yard	\$ _____/Cu. Yd.	\$ _____
18.	16,000 Sq. Ft.	Sod Replacement, price per Square Foot	\$ _____/Sq. Ft.	\$ _____
19.	12 Months	Trash Clean-up and Litter Control price per month (Trash picked up on daily basis, 7 days a week but billed per month.)	\$ _____/Mo.	\$ _____
GROUP 2 SUBTOTAL (ITEMS 11 THRU 19)				\$ _____

NOTE: ITEMS 11 THRU 19 ARE ALL INCLUSIVE OF THE GREENBELT AREA.

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

**By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.**

BID SHEET
(Continued)**AIRPORT GROUNDS MAINTENANCE**
(NON-SHELTERED MARKET)**GROUP 3: PARK-N-SAVE SHRUB AND GROUND COVER MAINTENANCE (ITEM 20)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
20.	6 Cycles	Trim shrubs, hedges, and ground cover, price per cycle	\$_____/Cy.	\$_____

GROUP 3 SUBTOTAL (ITEM 20)**\$_____*****NOTE: ITEM 20 IS ALL INCLUSIVE OF THE PARK-N-SAVE AREA.**

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____**AUTHORIZED SIGNATURE:** _____
By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

BID SHEET
(Continued)**AIRPORT GROUNDS MAINTENANCE**
(NON-SHELTERED MARKET)**GROUP 4: STORM RECOVERY (ITEMS 21 – 27)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
STORM CLEANUP				
21.	350 Hours	Storm Damage Cleanup Hourly Labor Rate	\$ _____/Hr.	\$ _____
22.	5 Days	Chipper Rental, 14" Minimum	\$ _____/Day	\$ _____
23.	5 Days	Trash Truck Rental, 16 Yd. Minimum	\$ _____/Day	\$ _____
24.	5 Days	Bucket Truck Rental	\$ _____/Day	\$ _____
25.	5 Days	Skid Steer Loader Rental, 1,850 Lbs. Minimum	\$ _____/Day	\$ _____
26.	40 Hours	Irrigation System Repair	\$ _____/Hrs.	\$ _____
27.		Pass-Thru for Irrigation Repair Parts and Piping		\$ <u>10,000.00</u>
GROUP 4 SUBTOTAL (ITEMS 21 THRU 27)				\$ _____

NOTE: ITEMS 21 THRU 27 WILL BE UTILIZED DURING STORM AFTERMATH IF NEEDED*GRAND TOTAL BID FOR GROUPS 1 THRU 4, ITEMS 1 THRU 27****\$ _____**

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____
 By signing this bid sheet your firm is agreeing to
 the terms and conditions of the Invitation for Bid.

BID SHEET
(Continued)**AIRPORT GROUNDS MAINTENANCE**
(NON-SHELTERED MARKET)**GROUP 5: CONTINGENT ITEMS (ITEMS 1 - 2)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #93437 DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	40,000 Sq.Ft.	Additional landscaped area with Field mowing only	\$ _____ /Sq. Ft.	\$ _____
2.	40,000 Sq.Ft.	Additional landscaped area with Finished mowing (all landscape items)	\$ _____ /Sq. Ft.	\$ _____

- A. Contingent items are not part of the basis for award.
 B. Contingent items, if needed, will be affected by issue of a stand-alone Delivery Order (DO).
 C. Unbalanced prices may be a reason for rejection of bid.
 D. Contingent items must be bid in order for your bid to be considered responsive.
 E. A contingent unit price is being requested due to the constant construction taking place at the airport. If additional grassed areas need to be maintained, the contingent price will be utilized.

Delivery shall be made between 7:00 a.m. and 5:00 p.m., Monday through Friday, except holidays.
 Delivery at other times shall be by special arrangement only.

Please indicate if delivery will be made by: Common Carrier _____
 Company Vehicle _____
 Other _____

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this bid. YES ☐ NO ☐

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES ☐ NO ☐

Broward County reserves the right to request proof thereof prior to award.

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
 the terms and conditions of the Invitation for Bid.

BID SHEET
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

RECAP SHEET

GROUP 1 (ITEMS 1 THRU 10)	\$ _____
GROUP 2 (ITEMS 11 THRU 19)	\$ _____
GROUP 3 (ITEM 20)	\$ _____
GROUP 4 (ITEMS 21 THRU 27)	\$ _____
STORM CLEANUP	

NAME OF COMPANY: _____

BID SHEET
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

INSURANCE EXCEPTION REQUESTS:

In accordance with Paragraph 9.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☐ (CHECK THE APPLICABLE BOX).
IF RECYCLED, WHAT PERCENTAGE _____%

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES ☐ NO ☐

SPECIFY: _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ☐ NO ☐

SPECIFY: _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

ACCEPTANCE OF CREDIT CARDS:

The County is considering making faster payments to our vendor community, in doing so we would prefer to make payment using Visa credit card.

Would your company accept Visa credit card as payment from Broward County? YES ☐ NO ☐

FOR OPEN-END CONTRACT:

If vendor accepts credit card as payment, vendor agrees to provide the using agency, on no less than a quarterly basis, a transaction report documenting all order quantities for each item purchased and delivered under the contract during the reporting period.

YES ☐ NO ☐

NAME OF COMPANY: _____

BID SHEET
(Continued)

AIRPORT GROUNDS MAINTENANCE
(NON-SHELTERED MARKET)

ELECTRONIC PAYMENT:

Would your company accept payment from Broward County by Electronic Funds Transfer (EFT)? YES ☐ NO ☐

PREFERENCES:

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES ☐ NO ☐

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE? YES ☐ NO ☐

OTHER GOVERNMENT ENTITIES:

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

☐ YES☐ NO

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

☐ YES☐ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES☐ NO**ADDENDA:**

LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:

NOTICES TO BIDDER:

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein. Respond to all questions applicable for this solicitation.

1. How many years has your organization been in business?

1A. What type of service/commodity does your company offer?

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete any work or not timely shipped commodities awarded to you?
If yes, when and why?

3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work or sold similar commodities to:

4.1. _____
(Name) (Address) (Phone No.)

4.2. _____
(Name) (Address) (Phone No.)

4.3. _____
(Name) (Address) (Phone No.)

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER & PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
-------------------------------	-------------------------------------	------------------------------------	---	---------------------------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor. Include the name of each subcontractor and the approximate percentage of work.

The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a Community Disadvantaged Business Enterprise (CDBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

8. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

9. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

9.1 The correct name of the Bidder: _____

9.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)

9.3 The address of principal place of business: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 9.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

- 9.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

- 9.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 9.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 9.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last three (3) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

- 9.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

- 9.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

10. **Only Applicable to Living Wage Contracts**

In the interest of determining what, if any, fiscal impact(s) are a result of complying with the living wage requirements for this bid, please provide the following data for informational purposes only. The response shall not be considered in determining the award of this Contract.

The living wage requirements have:
(Check one)

- ☐ Had no effect on the total price of this bid.
- ☐ Increased the total price of this bid by _____%.
- ☐ Decreased the total price of this bid by _____%.

NAME OF COMPANY: _____

ATTACHMENT "A"SPECIFICATIONS AND REQUIREMENTSAIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)1. GENERAL1.1 SCOPE:

Provide landscape and irrigation maintenance at Fort Lauderdale-Hollywood International Airport as defined in the specifications and identified in the attached aerial drawings. Following are the areas covered under this agreement:

- **Group 1:** Airport Entrance / Terminal Complex and the surrounding areas (including East Perimeter Rd., Parking Garages and the Administrative Office Complex).
- **Group 2:** Airport Greenbelt.
- **Group 3:** Park-n-Save public parking lot: Shrub, Hedge and Ground Cover maintenance only in and surrounding the Park-n-Save public parking lot.
- **Group 4:** Storm Recovery.
- **Group 5:** Contingency for an increase of landscaped areas.

Note: Approximately 85 trees are scheduled to be transplanted in the Greenbelt in the July/August 2009 timeframe. They will be transplanted into various locations throughout the Greenbelt by others. The trees will be staked, and established by others.

1.2 PUBLIC SAFETY AND CONVENIENCE:

The areas of the work site are in public thoroughfares. There is a high level of pedestrian and vehicular traffic within the boundaries of all areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of the AGREEMENT. The CONTRACTOR will not compromise public safety, nor allow any conditions that will inconvenience the public in the execution of work specified herein.

1.3 ADDITION OF LANDSCAPE MAINTENANCE AREAS:

This agreement has a provision to add landscaped areas.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

1. **GENERAL** (Continued)

1.4 **UNIFORMS:**

- The CONTRACTOR will provide a uniform, printed t-shirts are acceptable for all maintenance employees at no expense to the employee. The CONTRACTOR's employees must wear the uniform in an acceptable standard. Employees will wear a freshly laundered uniform daily. Uniforms that are soiled, stained, torn, disheveled, or in any way ill fitting or unsightly, will be replaced by the CONTRACTOR at no expense to employee.
- Belts and leather shoes or boots, and socks will be standard for all of the CONTRACTOR's employees. Shoes and boots must comply with current OSHA and ANSI standards. Failure of an employee to wear the approved uniform in a proper manner or the wearing of sneakers, track shoes, or equal during work hours, will be cause for the COUNTY to require removal of that employee from Airport Property.
- D.O.T. approved highway safety vests will be provided each employee by the CONTRACTOR. Employees will not be allowed to work along public thoroughfares without a safety vest.
- Vehicles must have flashing lights over cab when working on roadway. Vehicles must have signage depicting CONTRACTOR's name.
- The COUNTY will expect each new employee to be equipped with a complete uniform issue within ten (10) working days of the date of employment.

1.5 **REPORTING:**

CONTRACTOR will provide a daily work report which will detail the areas that are scheduled to be maintained and any items to be delivered. Report is to be emailed or faxed to the Airfield Maintenance Office by 7:00 AM, and should include each day's work to be performed.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

2. PROJECT LOCATION

This Maintenance agreement encompasses the following landscaped areas:

2.1 TERMINAL COMPLEX:

Consists of landscaping surrounding all the Terminals up to the railroad right-of-way on the Eastside, along East Perimeter Rd. to Griffin Rd, and the North side is bordered by I-595 and the general area of the fuel farm.

2.2 ADMINISTRATIVE MODULAR OFFICE COMPLEX:

Located at 100 Aviation Boulevard (see attached map). Service at this location must avoid damage to parked cars. Maintenance to the parking medians will occur prior to 7:00 AM or after 5:00 PM during regular working days.

2.3 THE "GREEN BELT":

The Green Belt is approximately 4,000 feet long and 200 feet wide, and is parallel to Griffin Road. It is bounded by the Dania cut-off canal to the west, which includes a small section under Griffin Road. The eastern boundary blends into the west boundary of the Terminal complex landscaping. The total irrigated maintenance area is approximately twenty-four (24) acres, of which approximately 14.9 acres is sodded area. Included in this section is a row of coco plums, north of the Green Belt, and south of the Airfield Security Fence.

2.4 SHRUB, HEDGE AND GROUND COVER TRIMMING (PARK-N-SAVE LOT):

This lot is a public parking facility located between SW 42nd St. and SW 39th St., west of Ravenswood Rd. The trimming cycle includes maintaining the shrubs and ground cover within the lot, surrounding the perimeter of the lot, and the median adjacent to Park-n-Save lot on SW 42 St.

3. LANDSCAPE AREA MAINTENANCE

3.1 GENERAL:

The CONTRACTOR will be expected to do all operations simultaneously as necessary to complete a given area as quickly as possible to minimize public inconvenience and maintain public safety. Sidewalks, curbs, gutters, berm, tree wells, site slopes, retentions basins, storm drainage outfalls, and temporary grassed areas are included in the areas to be maintained. Herbicide applications are included in the routine maintenance cycles.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

3. LANDSCAPE AREA MAINTENANCE (Continued)

3.2 GRASS MAINTENANCE:

The work to be performed under this Specification includes furnishing all materials, equipment, and labor required for the mowing, edging, trimming, crack and joint cleaning, vacuuming, blowing, weeding, and cleanup. Mower blades will be sharp at all times to provide a quality cut.

3.3 MOWING:

A specific pattern will be maintained that precludes the entry of mowing equipment onto paved surfaces and prevents discharge of grass cuttings onto pavements. Excess clippings will be raked and picked up. Vehicles receiving the clippings will be parked in an area out of public traffic. Mowing height of the St. Augustine grass will be three (3) inches to four (4) inches. No uneven surfaces will be allowed as a result of the mowing activity. Hand mowers or string trimmers will be necessary to cut around trees until tree braces are removed.

3.4 WEEDING:

In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed; if necessary, the sod shall be replaced.

3.5 EDGING:

Mechanical edgers will be used to vertically cut grass surfaces along curbs, around trees, around storm drainage inlets, around ground cover beds, and around any surface-mounted appurtenances that can be edged with a mechanical edger. Edging will precede trimming.

3.6 TRIMMING:

All edged surfaces will be trimmed. Trimmed edges will provide a forty-five (45) to sixty (60) degree angle to the edged surface. In addition to edged surfaces, vertical appurtenances, such as fire hydrants, sign bases, street light bases, bridge piers, retaining wells, tree braces, sprinkler heads, irrigation control valves, fence posts, side slopes, tree wells, storm drainage outfalls, and fence lines, will be trimmed. The trimming operation will include all appurtenances in the area to be maintained.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

3. LANDSCAPE AREA MAINTENANCE (Continued)

3.7 LEAF BLOWING:

Following the other operations, the final operation will be leaf blowing. Any material not removed by other means will be removed from pavement surfaces by leaf blowing. Trimmed and/ or mowed landscape materials must not be blown or discharged into any bodies of water.

3.8 GROUND COVER CLIPPING AND REMOVAL OF TREE SUCKERS:

All ground cover will be pruned and clipped to retain their natural form in proportionate size to each other. Tops will be maintained even, sides will be evenly clipped to preclude growth beyond the ground cover bed or planter. Clipping and pruning will result in an appearance characteristic of the plant variety involved. Tree suckers will be removed during each mowing cycle and along with the ground cover clipping operation.

3.9 CRACK AND JOINT CLEANING:

All cracks and joints on concrete and asphaltic concrete surfaces will be cleaned by removing vegetation, then vacuuming and blowing.

3.10 WEEDING AROUND TREES AND GROUND COVER:

A circular space with a diameter equal to three (3) feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each Cycle. Ground cover areas will be maintained free of weeds. The perimeter edge of the ground cover trimmed to a minimum of approximately four (4) feet outside the ground cover bed. Ground cover beds will be maintained weed-free with the new surface crust loosened during each Cycle. Weed shall not be removed using a string trimmer.

3.11 GARAGE LIGHT WELLS/ COURT AREAS:

Open court areas are located within the Palm garage and the light wells are located in the Hibiscus Garage. These areas contain planters, with trees and ground cover. The areas between and surrounding the garages are included.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)

4. GROUND COVER TRIMMING AND TREE PRUNING

4.1 SCOPE:

The work to be performed under this Specification includes periodic trimming and thinning of all ground cover throughout the project location. It also includes pruning of all trees and palms (except Royal Palms) within the airport complex and Greenbelt. The term 'trees' used in this Specification includes palm trees.

4.2 GROUND COVER:

All ground cover will be trimmed, pruned, and thinned to retain its natural form in proportionate size to each other. Aesthetic pruning of ground cover shall include the removal of dead and/or broken branches. It will ensure ground cover maintains its natural shape and characteristics for the variety involved. Perimeters of ground cover beds will be evenly trimmed to provide vertical surfaces. The trimming operation will be performed slow enough to prevent damage to the tree and damage to the ground cover foliage. Any ragged ground cover surfaces will be trimmed with hand shears. At the completion of each ground cover bed trimming operation, all material trimmed will be raked up and removed from the site. Where ground cover trimming is accomplished along with the mowing operation, the mower vacuum can be used for the removal of trimmed material. When a trimming operation begins in an area, it will continue until it is completed. All ground cover including shrubs, plants, bushes, bases of palms and hedges will be trimmed and pruned to maintain a neat and proper appearance once every thirty (30) days. Thinning should only be accomplished with the concurrence of the BROWARD COUNTY AVIATION DEPARTMENT.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

4. GROUND COVER TRIMMING AND TREE PRUNING (Continued)

4.3 TREES:

- The tree and palm tree pruning will be done in accordance with Broward County code on trimming trees.
- This agreement covers uplift to 12 feet.
- The bottom surfaces of branching trees will be trimmed and pruned to create a uniform surface compatible with the landscape surrounding the tree location.
- All dead limbs 12ft and under will be removed.
- Pruning scars will be clean cut at the trunk or limb.
- Bottom prune to twelve (12) feet, also trim away from signs, lights, and sidewalks
- NOTE: Ficus trees are presently prone to whitefly infestations. Recommend drenching ficus with Imidaclopid in the April-May timeframe.

All limbs and waste material created from the pruning operation will be removed by the end of each day in the area where trees are pruned. The purpose of the pruning Specification is to create an appearance of neatness and consistent shapes throughout the landscape area.

4.4 PALMS:

The CONTRACTOR is responsible for trimming all palms 12 ft. and under. Dead fronds will be removed from the base of the crown such that the remaining crown will be left uniform and neat in shape and appearance. Equipment for pruning palm trees will be at the discretion of the CONTRACTOR but will be such that palm trees can be pruned with the equipment located on the landscape area. Pruning equipment will not be located in vehicular or pedestrian traffic ways. All materials resulting from the pruning will be removed at the same time pruning operation is accomplished in a particular cluster of palms being pruned. Special care will be taken to ensure large fronds do not fall in vehicular pedestrian areas during the pruning operations.

4.4.1 Royal Palms:

Royal Palms will be included in the Integrated Pest Management Program to prevent infestation of harmful pests. Recommend treating Royal Palms in January for Royal Palm Bugs.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

4. GROUND COVER TRIMMING AND TREE PRUNING (Continued)

4.5 ROOT PRUNING INDIAN RUBBER FICUS:

The Indian Rubber Ficus trees on the east side of Perimeter Road require root pruning once every two (2) years to prevent root growth from encroaching into the paved roadway area. Root pruning will be performed on the roadway side of the tree only for a distance of approximately ten (10) feet per tree in a semi-circular shape. Root pruning will be accomplished utilizing a ditching machine capable of cutting a three (3) inch to four (4) inch wide ditch to the depth of three (3) feet. The CONTRACTOR is advised the area between the trees and the roadway contains a street light circuit, irrigation pipe and circuits, and a water main. The CONTRACTOR will take the necessary precautions to locate all utilities and will be responsible for the repair of any utilities damaged during the root pruning operation.

5. DEFINITION OF "CYCLE"

5.1 **CYCLE** for the purpose of this AGREEMENT is defined as an operation which includes all mowing, edging, trimming, vacuuming, blowing, ground cover clipping, crack and joint cleaning, and weeding around trees and ground cover in one of the defined areas of the General Description Section of this Specification.

5.2 Once started, a cycle will be completed without interruption and will be accomplished with all activities occurring simultaneously. The CONTRACTOR will not separate maintenance activities during a **Cycle**, so that all activities on site cannot be completed during the same work day. The intent of this section is to ensure that the contractor schedules work crews in such a manner that each individual maintenance activity (mowing, trimming, fertilizing, etc.) is fully completed in two days or less. If circumstances such as weather, mechanical breakdowns or other factors impact the work schedule the contractor must advise the Grounds Maintenance Supervisor with the reason for the delay in completing the cycle. Cycles must be completed thoroughly and timely and scheduled in such a manner that one cycle will not blend into the next maintenance cycle.

5.3 EXPECTED MOWING FREQUENCIES:

Cycles will be consistent with growing seasons characteristic to the area. Typically, three (3) **Cycles** per month will be required during June, July, August, and September. All other months will typically require two (2) **Cycles** of maintenance per month. However, mowing cycles may be adjusted based on growing conditions related to the amount of rainfall or other factors affecting rate of growth or the overall appearance of the landscaped area. The mowing cycles vary on the location of the site. Refer to bid sheet for estimated mowing cycles.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

6. FERTILIZATION

6.1 The work to be performed under this Specification includes fertilizing the grass areas sodded with St. Augustine Floratam or Bahia sod, fertilizing trees and ground cover. Prior to fertilizing, the CONTRACTOR is required to contact the Grounds Maintenance Supervisor in charge of Landscaping to identify time and place the fertilizer will be spread. Fertilizer shall not be applied within 20 feet of bodies of water, including ponds and drainages.

6.2 FERTILIZER APPLICATION:

6.2.1 Grass Areas:

Fertilizers should be spread uniformly over all Grass areas by use of a distribution device calibrated to distribute the quantities specified. The recommended rate is two hundred (200) pounds per acre. Fertilizer for grass areas will be applied in January, April, and October of each year. Fertilizer will not be applied when grass is wet or on hot humid days. Areas will be watered thoroughly and promptly immediately following the fertilizer application. Total area is approximately sixty (60) acres which calls for 10,000 pounds per cycle of fertilizer.

6.2.2 Around Trees:

Fertilizer application will take place in spring, summer and fall. The recommended rate will be approximately 3-8 pounds per tree. Application will be based on the caliper of the tree trunk. Trees can be fertilized with spikes or granular. The amount of fertilizer is estimated at 6000 pounds per application.

6.2.3 Ground Cover/Shrubs:

Fertilizer application will take place in spring, summer and fall. The recommended rate will be approximately 600 pounds per acre. The amount of fertilizer is estimated at 7,800 pounds per application.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

6. FERTILIZATION (Continued)

6.3 Fertilizing Materials:

6.3.1 For Grassed Areas:

Fertilizer for the grass area will have nitrogen to potash ratio of approximately 2:1. Fertilizer must be a slow release product of 50% or greater. The fertilizer should also contain a complete micronutrient amendment.

6.3.2 For Trees and Palms:

The fertilizer should contain a ratio of approximately 1:1 nitrogen and potassium in a 50% slow release form. The fertilizer should also contain manganese and a complete micronutrient amendment.

6.3.3 Shrubs and Ground Cover:

Shrubs and ground cover will be fertilized with a fertilizer containing a ratio of approximately 1:1 nitrogen and potassium in a 50% slow release form. The fertilizer should also contain manganese and a complete micronutrient amendment.

7. PESTICIDES

Integrated Pest Management (IPM):

Following is an excerpt of the Environmental Protection Agency's definition of Integrated Pest Management (IPM):

IPM is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. IPM takes advantage of all appropriate pest management options including, but not limited to, the judicious use of pesticides. IPM is not a single pest control method but, rather, a series of pest management evaluations, decisions and controls.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

7. PESTICIDES (Continued)

Integrated Pest Management (IPM): (Continued)

This agreement will incorporate the IPM approach to pest management. Pest control shall be implemented on an as-needed basis, only as part of an Integrated Pest Management Program (IPM). CONTRACTOR shall inspect all areas of the landscape at least one (1) time per month for early detection, including Royal Palms for pests that affect the quality and health of the palm. The CONTRACTOR shall accurately identify any pest and shall determine if treatment is necessary. Spraying of pesticides can only be performed during daylight hours. Treatment of these areas is identified as an hourly rate on the bid sheet.

7.1 PESTICIDE APPLICATION (HERBICIDES AND INSECTIDES):

- 7.1.1 The CONTRACTOR will inspect all landscaped areas at each visit for indications of pest problems and advise the Grounds Maintenance Supervisor of such problems. The CONTRACTOR will identify the product to be used to correct the deficiency and when the product will be applied.
- 7.1.2 The CONTRACTOR will apply pesticides to the grass, ground cover, shrubbery and trees to control any pest which includes weeds, chinch bugs, army worms, sod web worms, mole crickets, ant hills, and other pests. Any negligence due to the CONTRACTOR will result in the CONTRACTOR paying for replacements.
- 7.1.3 It is essential that all safety requirements in dispersing insecticides be carefully followed. CONTRACTOR should obtain copies of instructional material on pesticide application and should be thoroughly familiar with its contents for personal and public safety. All pesticide applications classified as restrictive use shall be carried out by a certified applicator or under the supervision of a certified applicator. It is also required that when applying any pesticide, the CONTRACTOR will post alerts of pesticide application, such as around the terminal parking garage. Spray application warning flags to be used to designate said areas in clear sight.

8. DECLINE IN LANDSCAPE MATERIALS

It is the CONTRACTOR's responsibility to identify any decline in landscape material (trees, palms, shrubs, sod, etc.), whether relating to nutrient deficiency or pest infestation, and consult with the local UF/IFAS Broward County Extension Office. Based on the review with the Extension office, the CONTRACTOR will provide recommended solutions to remedy the problem.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)

9. MULCH

- 9.1 All mulched areas will be replenished once a year during the winter months (Nov-Feb). Mulch should be maintained to a depth of 3 inches.
- 9.2 Mulch product will consist of melaleuca (or Aviation Department approved equal product) delivered to the project in unopened bags or as bulk delivery. Mulch that has deteriorated in open bags will not be acceptable for use. Bulk deliveries of mulch will be acceptable only if the CONTRACTOR provides a weather-tight enclosure for storage.
- 9.3 Bulk mulch (cubic yards) will be delivered and installed. If bags have been delivered and installed, the quantity used will be converted to cubic yards for payment. Prior to mulch deliveries, the Grounds Maintenance Supervisor must be contacted to inspect the quality of the material and verify the quantity. Mulch installation will be monitored by the Supervisor.

10. IRRIGATION SYSTEM

The purpose of defining the irrigation maintenance requirements for landscaped areas is to prevent the decline in the health of landscape material resulting from poor irrigation. It is the responsibility of the CONTRACTOR to ensure that irrigated areas do not decline as a result of poor maintenance practices. Landscape areas that are declining in health must be immediately corrected. If corrective actions are beyond the control of the CONTRACTOR, then the CONTRACTOR must identify the options available to correct the problem. If adjustments to irrigation cycles are necessary they must be made in compliance with current South Florida Water Management Regulations. The irrigation system consists of several pump stations and a number of zones.

10.1 IRRIGATION MAINTENANCE:

The CONTRACTOR shall be responsible for routine maintenance of the irrigation system in all areas covered by this AGREEMENT. They shall inspect and test rain shut-off devices and other components and zones in the irrigation system monthly; Zone times according to seasonal changes shall also be reset. The CONTRACTOR is responsible for all natural irrigation breaks in the event of a failure. Natural irrigation breaks are defined as the breaks that occur as a result of the age of the system and normal wear and tear. Cost is to be included based on anticipation of price for irrigation maintenance.

Irrigation maintenance repair includes all parts and labor necessary to repair the irrigation system and return the system to a fully operational condition. Breaks/damage by others will not be the CONTRACTOR's responsibility.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

10. **IRRIGATION SYSTEM** (Continued)

10.1 **IRRIGATION MAINTENANCE:** (Continued)

Routine maintenance of the irrigation system includes, but is not necessarily limited to:

- Adjusting all heads for proper operation and direction such that they do not spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clearing away grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Repair or replacement of automatic control valves, gate valves, sprinkler heads, leaking pipes, irrigation time clocks, and other parts of the irrigation system.
- Notifying the Broward County Aviation Department (BCAD) in writing any time the chemical feed tanks for any of the three (3) wells is within four (4) days of depletion. If a chemical feed tank is depleted at a well, use of that well will be discontinued.
- Inspecting irrigation system for clogged or miss-set nozzles and spray heads, adjusting heads, and replace as needed.

The CONTRACTOR will also be responsible for monitoring and supervising the irrigation systems as necessary to properly water the areas in accordance with good agricultural practices and within the limits of the system design capabilities. Irrigation Cycles must be in compliance with current South Florida Water Management regulations. The system may be completely shut down if rainfall patterns provide adequate levels of irrigation.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

10. IRRIGATION SYSTEM (Continued)

10.2 MAJOR BREAKS:

The CONTRACTOR shall be responsible for all repairs to the main distribution system consisting of 4" and 6" PVC pressure pipe in the event of a failure. A repair will include replacement of pipe, fittings, thrust blocks, sod, roadway base and basement, and any other incidental work necessary to restore the system to an operable condition and to restore the damaged area to its original conditions. The 6 inch mainline joints are "Glued Couplings".

- Response time for repairs is one day.
- Parts/equipment replacement will match or exceed existing.
- Breaks under vehicular roadways will be evacuated and repaved by Broward County Aviation Department; the CONTRACTOR will make the pipe repair.

10.3 EXCLUDED MAJOR SYSTEM REPAIRS:

The CONTRACTOR is not responsible for the repair or replacement of the major components listed as follows:

- Pumps
- Pump Motors
- Automatic Filters
- Pressure Regulating Valves
- Gate valves installed on the pumps
- Pump Starters and Controls

When such components require repair and/or replacement, the CONTRACTOR shall notify BCAD as soon as possible after detection of the problem. BCAD will obtain the repair services.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

10. **IRRIGATION SYSTEM** (Continued)

10.3 **EXCLUDED MAJOR SYSTEM REPAIRS:** (Continued)

The Following Identifies the Locations and Zones:

- a) **Palm Garage Pump:** Located within the Palm Garage controlling irrigation around and between both the Palm and Hibiscus Garages.

Zone/Locations:

- North, south, and west of Palm Garage, 13 zones are manually operated.
- Between the Hibiscus and Palm Garage, 1 Rain Bird ESP controller with 8 zones.
- Hibiscus Garage north side and south side 18 zones, 17 battery-operated, and one manually operated.
- There are 7 unknown zones.

- b) **Cypress Pump:** Located west of the terminal exit ramp beside the Cypress garage. This controls the irrigation around the Cypress garage and Terminal 1 area.

Zone/Location:

- 1 Rain bird ESP controller with 24 zones beginning on the west side of the Cypress counter-clockwise ending on the north side of the Cypress.

- c) **South Economy Pump:** Located outside the northwest corner of the Administrative Modular Office Complex hotel remote ramp.

Zone/Location:

- 34 zones all with battery operated time clocks beginning from the exit ramp of terminal 4, heading south on east Perimeter road to Griffin road.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

10. **IRRIGATION SYSTEM** (Continued)

10.3 **EXCLUDED MAJOR SYSTEM REPAIRS:** (Continued)

The Following Identifies the Locations and Zones: (Continued)

- d) **East side Maintenance Facility Pump:** Located on the east side of the facility building.

Zone/Location:

- 1 ESP Rainbird controller which controls 12 zones that irrigate around the building.

- e) **Airport Expansion Program (AEP) Complex:** 3550 SW 2ND Ave.

Zone/Location:

- 1 ESP Rainbird controller located on the southeast corner of the lot controlling 4 zones around the building that is connected directly to City Water.

- f) **Greenbelt Irrigation:** Consists of 5 Rainbird ESP irrigation controllers irrigating with City Water.

Zones:

- Controller 1: 24 zones
- Controller 2: 12 zones
- Controller 3: 12 zones
- Controller 4: 24 zones
- Controller 5: 16 zones

10.4 **STORM DAMAGE:**

In the event of damage to the irrigation system caused by storm or construction work, the CONTRACTOR will be utilized to return the irrigation system to working order. Parts utilized for these repairs will be paid on a pass thru basis. The CONTRACTOR will forward supplier invoices (without markup) to BCAD.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

**AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)**

11. TRASH CLEANUP AND LITTER CONTROL

11.1 SCOPE:

The work to be performed under this Specification includes furnishing all materials, equipment, and labor required for trash cleanup around landscaped areas, remote, parking lots, Ground Transportation areas, Greenbelt, and Edgewood Park. Cleanup includes removal of all trash, paper, litter, cigarette butts, tree limbs, leaves, fronds, rocks, and any other material that detracts from the appearance of the landscaped areas. Cycles vary based on location. *Refer to Bid Sheet.*

11.2 Traffic Safety Signage:

All vehicular type of equipment, including riding mowers, will be equipped with triangular reflectorized safety signage and flashing lights. Areas being maintained along roadways will be signed with lightweight 'stick-type' signs with a minimum of five (5) square feet of orange sign face with black letters stating "DANGER - MOWERS OPERATING AHEAD". No less than three (3) signs will be used on each area being mowed.

11.3 Debris Disposal:

The CONTRACTOR shall remove all debris, dead material, grass clippings, and any other residual material resulting from the AGREEMENT operation from the Airport Property on a daily basis. If a subcontract refuse disposal is proposed by the CONTRACTOR, it must be approved by the COUNTY. CONTRACTOR does not have to empty trash cans or receptacles.

12. LICENSING AND CERTIFICATION REQUIREMENTS

Throughout the life of this agreement, all CONTRACTOR personnel providing on-site pest control service, tree trimming, irrigation system repair, and installation of sod, must meet all state and local requirements for training, registration and /or certification in the jurisdiction where the service will be performed. The purpose of this section is to ensure that the CONTRACTOR is fully compliant with local and state certification requirements applicable to the service required in this agreement.

END OF ATTACHMENT "A"

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)

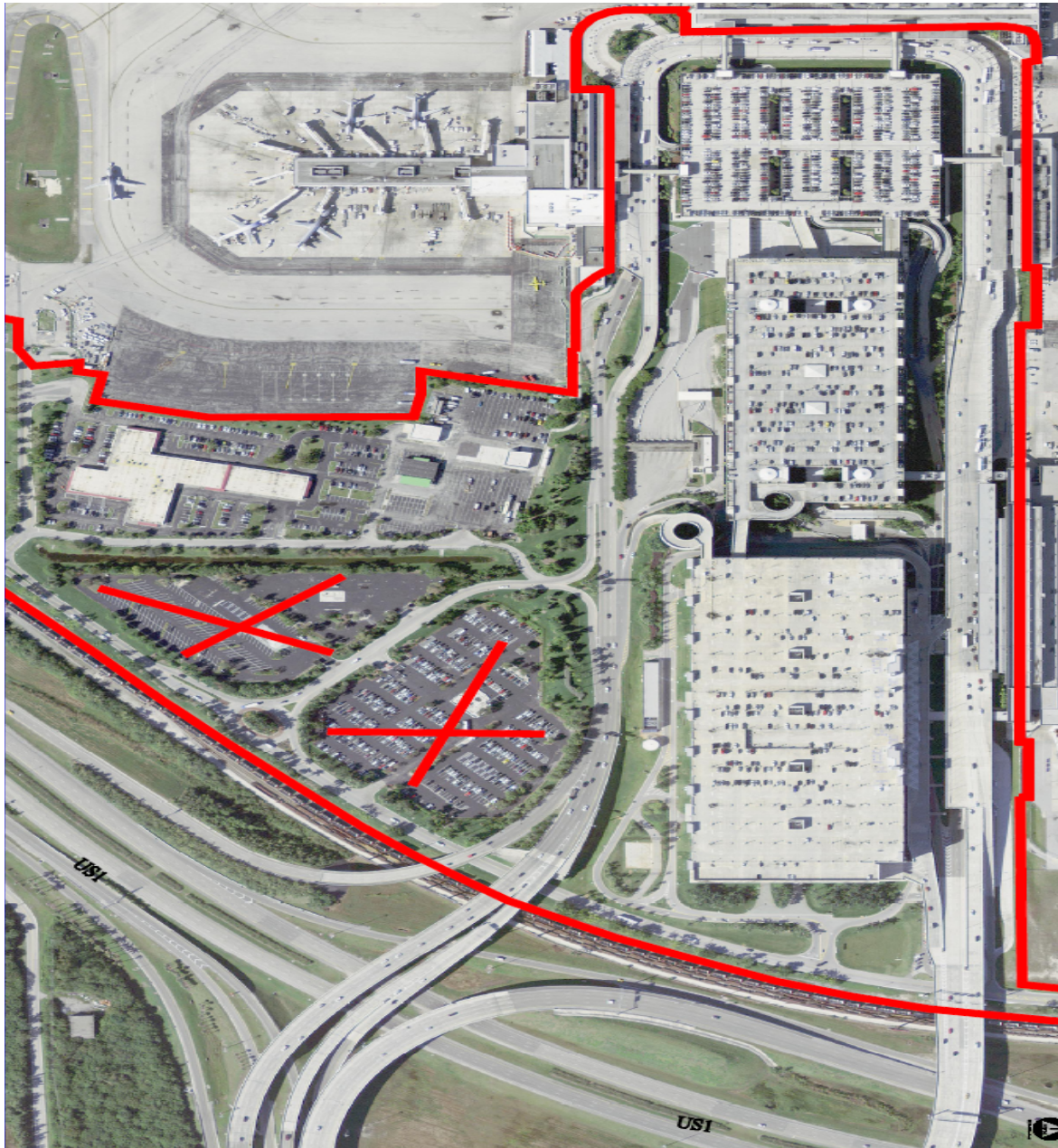
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
LANDSCAPE MAINTENANCE
TERMINAL AREA BCAD OFFICE



ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)



**FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
LANDSCAPE MAINTENANCE
TERMINAL AREA**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AIRPORT GROUNDS LANDSCAPE AND IRRIGATION MAINTENANCE AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(NON-SHELTERED MARKET)

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
LANDSCAPE MAINTENANCE
TERMINAL AREA / FACILITIES



ATTACHMENT "B"BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary: _____ Applicant: _____Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301 Expiry:Amount: _____
(in United States funds)

(Date) _____

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)at _____
(Branch Address)by order of and for the account of _____
(Contractor, Applicant, Customer)up to an aggregate amount, in United States Funds, of _____ available by your draft at
sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the
Administrator's authorized representative, that the drawing is due to default in
performance of certain obligations on the part of _____
agreed upon by and between _____ Broward County and
(Contractor, Applicant, Customer)
_____ pursuant to the
(Contractor, Applicant, Customer)

Bid/Contract No. _____ for _____
(Name of Project)Drafts must be drawn and negotiated not later than _____
(Expiration Date)Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)
of _____, dated _____
(Bank Name)

ATTACHMENT "B"
(Continued)

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT (Continued)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the contract and the submission of the required Performance and Payment Guaranty and Insurance

Certificate by the _____
(Contractor, Applicant, Customer)

_____ shall be released of obligations.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or county and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "C"FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract dated the _____ day of _____, 2009, with COUNTY for _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the COUNTY for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays COUNTY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that COUNTY sustained; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, the COUNTY having performed COUNTY'S obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the COUNTY elects, upon determination by the COUNTY and surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and COUNTY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

ATTACHMENT "C"
(Continued)

FORM OF PERFORMANCE AND PAYMENT BOND

No right action shall accrue on this bond to or for the use of any person or corporation other than the COUNTY named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, A. D., 2009.

(Name of Corporation)

WITNESSES:

Secretary

BY: _____
(Signature and Title)

BY: _____
(Type Name and Title signed above)

(CORPORATE SEAL)

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

ATTACHMENT "D"PERFORMANCE AND PAYMENT GUARANTY FORMIRREVOCABLE LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrew Avenue
Fort Lauderdale, Florida 33301

Applicant:Amount: _____
in United States Fund

Expiry: _____

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)at _____
(Branch Address)by order of and for the account of _____
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of _____ available

by your draft at sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part of _____
(Contractor, Applicant, Customer)

agreed upon by and between Broward County and _____
(Contractor, Applicant, Customer)pursuant to the Bid/Contract No. _____ for _____
(Name of Project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____
(Expiration Date)Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)of _____, dated _____
(Bank Name)

ATTACHMENT "D"
(Continued)

PERFORMANCE AND PAYMENT GUARANTY FORM

IRREVOCABLE LETTER OF CREDIT

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

(Contractor, Applicant, Customer)

and final acceptance by Broward County.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "E"
FORM OF CERTIFICATE AND AFFIDAVIT
FOR BONDS UNDER \$500,000.00

NOTE: THIS DOCUMENT WILL NOT SERVE AS A VALID BOND.

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER _____

BIDDER NAME _____

ADDRESS _____

PHONE _____

AMOUNT OF BOND _____

SURETY BOND _____

COMPANY _____

NAME _____

ADDRESS _____

PHONE _____

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB1266), the insurer named above:

Holds a certificate of authority authorizing it to write surety bonds in Florida.

Has twice the minimum surplus and capital required by the Florida Insurance Code.

Holds a currently valid certificate of authority issued by the United States Department of Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

_____ Date Signed

 Agent and Attorney-in-Fact

AFFIDAVIT
 STATE OF FLORIDA)
 COUNTY OF)SS

Before me this day personally appeared _____, Chief Financial Officer of _____, who, being duly sworn, executed the foregoing instrument and acknowledged to and before me the truthfulness and accuracy of the statements in the foregoing instrument.

 Signature of person making Affidavit

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009

 Notary Public, State, State of Florida

My Commission Expires: _____

ATTACHMENT "F"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

 (Vendor Signature)

 (Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009,

by _____
 (Name of person who's signature is being notarized)

as _____ of _____
 (Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced _____
 (Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

 (Signature)

 (Print Name)

My commission expires: _____

ATTACHMENT "G"**INVITATION FOR BID**
SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

The following is a summary of requirements contained within **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")**. This summary is not all-inclusive of the requirements of the Living Wage Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

For further information about bidder's obligations under the Living Wage Ordinance, an electronic version of the full Living Wage Ordinance may be obtained from the Purchasing Division's website at <http://www.broward.org/purchasing/> by clicking on "Living Wage Information" or by going to www.municode.com/resources/gateway.asp?pid=10288&sid=9.

The Bidder, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the following requirements. By submitting a bid pursuant to these procurement specifications, a bidder is hereby agreeing to comply with the provisions of the Living Wage Ordinance and acknowledges awareness of the penalties for non-compliance.

I. LIVING WAGE REQUIREMENT:

- A. All covered employees, including those of the Bidder's subcontractors, providing services pursuant to the Bidder's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Bidder and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits. To comply with this requirement, the notarized compliance affidavit, **Living Wage Ordinance Compliance Affidavit, Exhibit 1** of this bid attachment, should be returned with the bid but must be received prior to award.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Bidders shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid for a subcontract under this contract, prior to their submitting a bid to the Bidder.
- D. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

II. LIVING WAGE - INDEXING:

The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

ATTACHMENT "G"
(Continued)

INVITATION FOR BID
SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

III. SANCTIONS FOR UNPAID WAGES:

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a service contractor by requiring the service contractor to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

IV. PAYROLL; BASIC RECORDS; REPORTING:

- A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
- B. The covered employer shall submit the payroll information required every six months, to the applicable agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
- C. **Exemption:** The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six (6) months from the Director of Purchasing under the conditions set forth in the **Application for Exemption, Exhibit 2** of this bid attachment.

V. SUBCONTRACTS:

Covered employees of Bidder's subcontractors, providing covered services pursuant to the Bidder's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Bidder shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The Bidder shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Professional Standards Section of the Internal Investigations and Oversight Division in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

ATTACHMENT "G"
(Continued)

EXHIBIT 1
BROWARD COUNTY
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
(This certification must be provided prior to award of the contract)

Covered Employer:					
Address:					
Phone Number:			Local Contact:		
Bid/Contract Number:			Address:		
Contract Amount:			Phone Number:		
Department Served:					
Brief Description of Service Provided:					
Please check one: By signing below I hereby certify that the covered employees listed below: A. ___ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour. B. ___ Receive a minimum pay of \$ _____ per hour and are not provided health benefits.					
Provide names of employees and job classifications providing covered services for the above referenced contract:					
Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
(Attach additional sheets in the format above, if needed)					
I, _____, _____ of _____ hereby attest that (Name) (Title) (Company) (1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that it shall: Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance; Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt and every six (6) months thereafter as required by the Living Wage Ordinance, as amended; and (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended.					
_____ Signature					
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 200__					
STATE OF _____		COUNTY OF _____			
_____ Notary Public		My commission expires: _____ (Print, type or stamp commissioned name of Notary Public)			
Personally Known _____ or Produced Identification _____					
Type of Identification Produced: _____					

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS

Page 67 of 72

ATTACHMENT "H"COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 – 1**LETTER OF INTENT****To Utilize a Community Disadvantage Business Enterprise (CDBE)
Subcontractor/Subconsultant**

From: _____
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: _____

In response to Broward County's RLI/Bid No. _____, the undersigned hereby agrees to utilize the CDBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: _____
(Proposed CDBE Subcontractor/Subconsultant)

Work Assignment: _____

Percentage of Prime's Contract Fees to be awarded: _____
(Dollar Amount or Percentage %)

(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED CDBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) _____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature)

(Notary Seal)

SBDD Compliance Form 2007-1

ATTACHMENT “I”

COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 - 3

SCHEDULE OF (CDBE) PARTICIPATION

(Submit this form with an executed Letter of Intent from each CDBE firm listed in this form)

[illegible]

The listing of a CDBE shall constitute a representation by the bidder/responder to Broward County that such CDBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

Signature: _____

Title:

Date: _____

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

SBDD COMPLIANCE FORM 2007-3

ATTACHMENT "J"COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 - 4**CDBE
UNAVAILABILITY REPORT**

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR) (ADDRESS) (TELEPHONE NO.)

The undersigned representative of the Prime Contractor personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the CDBEs listed below and that said CDBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding CDBE subcontractors is true and correct to the best of his/her knowledge:

1. The following CDBE contractors were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

Name_____

2. The following CDBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

Name_____

3. The following CDBE contractors submitted bids which were not the low acceptable bids. (Attach list if necessary.)

Name_____

If you did not get any responses to your solicitation of CDBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Signature: _____

Title: _____

Date: _____

SBDD Compliance Form 2007-4

ATTACHMENT "K"
CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS

The undersigned vendor hereby certifies that its employee benefits policies are in compliance with Broward County Ordinance #1999-03, as amended by Broward County Ordinance #1999-18, as follows:

A. Vendor's employee benefits program includes the following minimum standards:

1. Any vendor's employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor's employee may elect insurance coverage for his or her spouse or dependents. A vendor's employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor's employees.
2. Any vendor's employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.
3. All other benefits available to the spouses and dependents of vendor's employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor's employee who is party to a domestic partnership relationship.
4. It is within the vendor's discretion as to what benefits are provided to its employees and whether vendor's employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.

B. The vendor's domestic partnership eligibility criteria are substantially equivalent to the following:

1. Each domestic partner is at least 18 years old and competent to contract.
2. Neither domestic partner is married nor a partner to another domestic partnership relationship.
3. The domestic partners are not related by blood.
4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.
5. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

 (Vendor signature)

 (Print vendor name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
 by _____ as _____

(Name of person whose signature is being notarized)

(Title)

of _____, known to me to be the person described

(Name of corporation/entity)

herein, or who produced _____ as identification, and who did/did not take an oath.

(Type of identification)

NOTARY PUBLIC:

 (Signature)

 (Print name)

State of _____ at Large (SEAL)

My commission expires: _____

ATTACHMENT "L"

Insurance Request for Landscaping at FLL Airport

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm & identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY / AIRPORT LIABILITY ☒ Commercial General Liability ☒ Premises—Operations ☐ Explosion and Collapse Hazard ☒ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000K	\$1,000K
	Personal Injury		
AUTO LIABILITY / AIRCRAFT LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto If applicable ☒ Owned Aircraft	Bodily Injury (each per)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000K Non Airside	
[X] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	[x] STATUTORY		
		(each accident)	\$100K MIN
[] PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	\$
[] PROPERTY COVERAGE / BUILDER'S RISK INCLUDE WIND AND FLOOD INSURANCE	Max. Ded. \$		Agreed value Replacement Cost
[] If project greater than \$50k – installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Maximum Deductible	\$ 10K deductible	Agreed value
	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE	

Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: **Broward County Board of County Commissioners, Broward County, Florida.** Also when applicable certificate should show **B.C.B.C.C** as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. **CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.** Indicate bid number, RLI, RFP, & project manager on COI.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
Broward County Board of County Commissioners
Risk Management Division, RM 210
115 South Andrews Avenue
Fort Lauderdale, FL 33301
RE: (M. Mullen, Aviation)

Dawn Mehler
 Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, o=US, ou=Broward County,
 email=Dawn.Mehler@broward.com, c=US
 10/23/08
 Date Issued

InsuranceLimitsForm 03 Revised certificateofinsurance2008.DOC COI