



City of Belle Isle
1600 Nela Avenue, Belle Isle, FL 32809

Telephone: (407) 851-7730 * Fax: (407) 240-2222

REQUEST FOR PROPOSAL - 2024-03 LANDSCAPE MAINTENANCE

Solicitation Schedule

Event	Date
Publish on Vendor Bid System – Demand Star	JULY 6, 2024
Pre-Bid Meeting on Site (mandatory) Location	JULY 17, 2024 - 10 am City Hall (1600 Nela Avenue)
Deadline for Questions	JULY 22, 2024 – 10 days before the RFP due date pprice@belleislefl.gov
<u>Bid Submission Date</u> Either mailed or delivered to the City Clerk’s address. Bids are opened on the due date at 3 pm.	AUGUST 1, 2024 – 3 pm City Hall (1600 Nela Avenue)
Anticipated Award Date	AUGUST 22, 2024 (unless otherwise posted)

If you have any questions or need additional information, please email the City Clerk’s Office at yquiceno@belleislefl.gov with RFP 2024-03 on the subject line.

Submit Bids (sealed) to:
City of Belle Isle – City Clerk’s Office
1600 Nela Avenue
Belle Isle, FL 32809

Bids (one (1) original and one (1) copy) must be sealed and mailed or delivered. Write the Bid Number above and the Bid Opening Date in the lower left corner outside the Bid envelope. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.

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Advertisement for bids

Section 00030

The City of Belle Isle, Florida, requests sealed bids for completing the LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL (RFP), including all labor, materials, and equipment. The expected start date for this contract will be on or about June 10, 2024. The bids will be received at the Office of the City Clerk, City Hall, 1600 Nela Avenue, Belle Isle, Florida, 32809, **until AUGUST 1, 2024, no later than 3:00 pm (EST)**. At that time, bids will be opened in the Council Chambers Room, 1600 Nela Avenue, Belle Isle, FL 32809, and publicly read aloud. Bids received after the above time and date will be returned unopened.

There will be a mandatory pre-proposal meeting and tour. Before submitting a bid, each bidder shall have the opportunity to examine the Project thoroughly and fully understand the conditions that may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

The mandatory meeting and project tour date is JULY 17, 2024, at 10:00 am. All bidders are invited to tour the property at that time. Each bidder will be allowed to ask questions and receive property information. Inquiries for specific information will not be entertained before the aforementioned tours.

As outlined in this document, the work consists of performing landscape maintenance, including all labor, materials, and equipment. Specific components of the project include, but are not limited to, site preparation, pruning, mowing, edging, weeding, and removal of grass clippings, trash, and debris.

Copies of the RFP are available for public inspection at the office of the City Clerk in City Hall 1600 Nela Avenue, Belle Isle, Florida, 32809; 407-851-7730.

No bid may be withdrawn sixty (60) days after the scheduled closing time for receiving bids.

It is the City's intent to award the project to the lowest qualified Bidder. However, the City reserves the right to waive all informalities in any bid, reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that, in its judgment, will be in the best interests of the City.

Bids must be submitted using the Bid Form provided in this document. No facsimile, telegraphic, or e-mail submissions will be accepted.

Instructions to bidders

Section 00100

Defined Participants.

The Owner of this project is the City of Belle Isle, 1600 Nela Avenue, Belle Isle, Florida 32809.
The CONTRACTOR for the project is listed as the qualified, responsible bidder to whom OWNER makes an award.

Examination of Contract Documents and Site.

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress or performance of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the work.

Bid Form.

- All Bids shall be submitted on standard forms furnished in this document.
- Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled in. Where indicated on the Form, the Bid price of each item must be stated in numerals.
- The Bid shall contain an acknowledgment of receipt of all Addenda, if any.

Submission of Bids.

- All Bids shall be submitted in sealed envelopes marked RFP# 2024-03: LANDSCAPE MAINTENANCE RFP for the City of Belle Isle, Florida. The bidder's name and address shall be shown outside the sealed envelope. Facsimile or e-mail submittals will not be accepted.
- Bids should be mailed or delivered to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, Florida, 32809, or hand-delivered to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, Florida, 32809.
- The City of Belle Isle is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals by telephone, telegraph, FAX, or e-mail will not be accepted.

The following documents must be attached to the Bid Form:

- a) Drug-Free Workplace Certificate
- b) Insurance Certificates (see Section 00700 General Conditions)
- c) Public Entity Crimes- Sworn Statement
- d) List of References
- e) Equipment and Personnel List
- f) Orange County Fertilizer Applicator License

Mandatory Pre-Bid Meeting

There will be a mandatory pre-bid meeting and tour for the project on JULY 17, 2024, at 10:00 am. The meeting will be held at the City Hall Council Chambers at 1600 Nela Avenue, Belle Isle, FL. Each site will be visited for bidding purposes.

Bid Opening

Bids received will be accepted until AUGUST 1, 2024, no later than 3:00 pm (EST), at which time they will be opened in the Council Chambers Room and publicly read aloud. The Council Chambers Room is located in City Hall, 1600 Nela Avenue, Belle Isle, Florida. Bids received after the above time and date will be returned unopened.

Bids to Remain Open

All bids shall remain open for sixty (60) days after the day of the Bid Opening.

Award of Contract

It is the City's intent to award the project to the lowest qualified, responsible Bidder. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its best judgment will be in the best interests of the City. **The expected start date for this contract will be on or about OCTOBER 1, 2024.**

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Signing of Agreement

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned copies of the Agreement and all other Contract Documents. Within ten (10) days thereafter, the CONTRACTOR shall sign all and deliver at least two (2) copies of the Agreement to the City with the other Contract Documents attached. Within ten (10) days thereafter, the City will deliver fully signed counterparts to the CONTRACTOR.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the City Manager. Replies will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or classifications will be without legal effect.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

A proposed Bidder must sign and submit the Public Entity Crimes Statement, supplied with the Bid Form.

Insurance Requirements

The CONTRACTOR shall purchase and maintain insurance for the project's entire life that meets the requirements stated in Section 00700-Article 4 of this Document.

Bid Forms

Section 00300

Contractors Name: _____
Project Identification: **Bid # 2024-03 LANDSCAPE MAINTENANCE**
Owner: **CITY OF BELLE ISLE**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Project Manual for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the document.
2. The Bidder certifies that they have investigated the requirements to do business in the project jurisdiction and that they are either qualified to do business or will obtain such pre-qualification before the contract is awarded.
3. The Bidder accepts all the terms and conditions in this document, including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for 60 days after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within ten days after the City’s Notice of Award date.
4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - a) The Bidder has examined copies of all Contract Documents and the following addenda:

Date: _____ Number: _____
 - b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting the cost, progress, or performance of the work and has made such independent investigations as the Bidder deems necessary.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation or solicited any other Bidder to submit a false or sham Bid, and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or the City.

5. BIDDER will complete the Work for the following prices:

The terms of the contract will be for one (1) year from the date of the agreement. The City has the option to exercise five (5) one-year renewals on the same terms and conditions of the original contract, with the exception of the contract price, which will be adjusted by 90% of the Consumer Price Index of the Southern States.

The undersigned hereby declares that they have carefully examined the individual sites listed on the bid form and will complete the LANDSCAPE MAINTENANCE according to the specifications herein. The terms used in this Bid were submitted to the City of Belle Isle on the _____ of _____, 2024.

By: _____
Individual's Name - Signature

Individual's Name – Printed

doing business as _____ (business name)

Business Address: _____

Business Phone No.: _____

Business Fax No.: _____

Email: _____

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State and Zip: _____

Telephone No.: _____

Fax No.: _____

Email: _____

Drug-Free Workplace Certification

Section 00300

Identical or "Tie" Bids:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To have a drug-free workplace program, a business shall:

1. Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
2. Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violations.
3. Inform employees that the employer must be notified of a workplace violation no later than five (5) calendar days after a conviction.
4. Impose sanctions on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
5. By implementing this section, Make a good-faith effort to maintain a drug-free workplace.

Name (signature) Date

Name (printed)

Title

Public Entity Crimes – Sworn Statement

Section 00300

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity.

This sworn statement by _____
Name and title of business representative

who is authorized to represent _____,
Business name

hereby specifies that neither the entity submitting this statement nor any officers, directors, executives, partners, employees, shareholders who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Signature

Date

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

Notary Public

Commission Date

Form of Agreement

Section 00500

THIS AGREEMENT made and entered into on the _____ day of _____, 20____, by and between _____, party of the first part and the City of Belle Isle, Florida, party of the second part.

WITNESS:

That the first party, for the consideration hereinafter fully set out, hereby agrees with the second party as follows:

That the first party shall furnish all material and perform all the work for **LANDSCAPE MAINTENANCE CONTRACT NO. _____** in full part and complete accord with Contract Documents contained herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

This Agreement will be effective on the _____ day of _____, 20____. OWNER:

OWNER

CONTRACTOR

Signature

Signature

Name (Print)

Name (Print)

Title

Title

ADDRESS

ADDRESS

ATTEST

ATTEST

Name (Print)

Name (Print)

Site Location of Scheduled Service Areas For Landscape Maintenance Proposal

LOCATION NAME		COST PER LOCATION
1. Cove Drive ROW	See the attached sheet for the description of each individual location.	\$
2. Judge Road ROW		\$
3. Judge Road and Daetwyler Drive ROW		\$
4. Daetwyler Drive and McCoy Road ROW		\$
5. Wilkes Avenue ROW		\$
6. Hoffner Avenue and LaBelle Street/Wilkes ROW		\$
7. Hoffner Avenue (west side) ROW		\$
8. Hoffner Avenue (east side) ROW		\$
9. Windsor Place Ponds: Rothbury Drive		\$
10. Windsor Place Ponds: Chiswick Circle		\$
SUB-TOTAL		\$

MOW SCHEDULE	MOW TIME FRAME	COST PER SERVICE
Mowing Four (4) Time Per Month (32 cycles)	April- November	\$
Mowing one (1) Time Per Month (4 cycles)	December- March	\$
SUB-TOTAL		\$

Total		\$
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Site Location and Description of Scheduled Service Areas For Landscape Maintenance Proposal

Cove Drive ROW	Northside ROW of Cove Dr from the corner of Conway Rd to the corner of Cove Dr and Cove Dr.
Judge Road ROW	Southside ROW of Judge Road from the corner of Conway Rd going west to the start of the brick wall. Northside ROW at the corner of Judge Rd and Conway Rd- Small triangle area.
Judge Road and Daetwyler Drive ROW	Northside of Judge Rd goes from Conway Lakes Dr going west to the corner of Daetwyler Dr on the west side going south to Warren Park Rd.
Daetwyler Drive and McCoy Road ROW	Westside of Daetwyler Dr ROW from the Sunoco gas station going south to McCoy Rd and west on McCoy Rd northside ROW to Via Flora. There is a small triangle section on the east side of Daetwyler Dr at McCoy Rd.
Wilkes Avenue ROW	A small strip of land at the west end of Wilkes Ave and Woodbine Dr.
Hoffner Ave and LaBelle Street / Wilkes Avenue ROW	Small triangle is located at the corner of Hoffner Ave, LaBelle St, and Wilkes Ave.
Hoffner Ave (westside) ROW	Starting at LaBelle St. - The entire ROW on the southside of Hoffner Ave. all the way to the Hoffner Bridge.
Hoffner Ave (eastside) ROW	Starting on the eastside of the bridge, the entire ROW on both the North and Southside of Hoffner Ave to the end of the brick wall on the north and south sides
Windsor Place Ponds	Rothbury Dr-enter between 3654 and 3660 Rothbury Dr. Chiswick Cir-enter between 5272 and 5278 Chiswick Cir.

General Conditions

Section 00700

ARTICLE 1- PRIOR TO START OF SERVICES

- 1.1 CONTRACTOR shall start to perform the work on the date when the contract time commences to run.
- 1.2 A pre-START meeting will be held immediately prior to the time the contract commences to run. The selected contractor will meet with City officials at this time to discuss the order of maintenance and exchange contact information.

ARTICLE 2- CONTRACTOR'S RESPONSIBILITIES

- 2.1 CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and construction procedures. CONTRACTOR shall ensure that the finished work complies accurately with the contract documents.
- 2.2 The CONTRACTOR shall keep a competent resident superintendent on the job site at all times during its progress, **who shall not be replaced without written notice to OWNER except under extraordinary circumstances.** The superintendent will be the CONTRACTOR's representative at the site and shall have the authority to act on behalf of the CONTRACTOR.
- 2.3 The CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work items to be completed by all Subcontractors proposed for the work. List all proposed Subcontractors for the work to ensure the Bid is accepted as complete.
- 2.4 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and persons and organizations directly or indirectly employed by them. Nothing in the contract documents shall create any contractual relationship between OWNER and Subcontractor, nor shall it create any obligation on the part of the OWNER to pay or to see to the payment of any money due any Subcontractor or other organization, except as required by law.
- 2.5 The CONTRACTOR shall always exercise precautions to protect all persons, including employees and property. The CONTRACTOR shall comply with all laws, regulations, or ordinances related to safety and health. The OWNER may order work to be stopped if conditions present an immediate danger to persons or property. A stoppage of work stipulated by the OWNER due to safety concerns will not constitute grounds for a contract time extension to complete the work.
- 2.6 The OWNER and its agents, employees, and officials, elected and appointed, shall be indemnified and held harmless by the CONTRACTOR from any and all claims resulting in liabilities, damages, losses, and costs. Additionally, the OWNER expressly retains all rights, benefits, privileges, and immunities provided to municipalities by Sovereign Immunity. The CONTRACTOR agrees to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in this paragraph.

- 2.7 The contract price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the OWNER within fifteen days after the occurrence of the event giving rise to the claim.
- 2.8 The CONTRACTOR is responsible for all maintenance of traffic as required to route traffic through the work area safely. If a road must be closed to through traffic, the CONTRACTOR shall notify the OWNER and submit the maintenance of the traffic plan for approval before the actual closing.

ARTICLE 3- OWNER'S RESPONSIBILITIES

- 3.1 The OWNER will have the authority to disapprove or reject work that is defective and will also have the authority to require special inspection or testing of the work, whether or not the work is fabricated, installed, or completed.
- 3.2 The OWNER may, at any time, order deletions, additions, or revisions in the work; these will be authorized by written Change Orders. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided.
- 3.3 If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the work until the cause of such order has been eliminated.
- 3.4 If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the OWNER may do the work and deduct any and all costs to do the work from the next invoice.
- 3.5 The OWNER will make a final inspection and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. After the CONTRACTOR has completed all such corrections to the satisfaction of the OWNER, the CONTRACTOR can make an application for final payment.
- 3.6 The OWNER may terminate the CONTRACTOR if the CONTRACTOR is adjudged bankrupt; repeatedly fails to supply sufficient skilled workers or suitable materials and equipment; repeatedly fails to make prompt payments to subcontractors; violates any laws; disregards the authority of the OWNER.

ARTICLE 4 - INSURANCE REQUIREMENTS

- 4.1 The CONTRACTOR shall purchase and maintain for the entire life of the project, until its final acceptance by the City, such insurance as will protect the CONTRACTOR from claims under Worker Compensation, disability benefit; from claims for damages due to bodily injury, disease or death; from claims insured by usual and unusual liability coverage and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the CONTRACTOR's operations, be by the CONTRACTOR, subcontractor, or by anyone employed by any of them.
- 4.2 These certificates and policies shall contain a provision that the coverage will not be canceled, non-renewed, or materially changed until at least sixty (60) days prior written notice of such change has been given to the City. The contractor will be required to replace any expired or canceled policies in like amount to the City's satisfaction. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be part of the contract documents.
- 4.3 The City shall be listed as a named insured on all insurance policies and certificates thereof.
- 4.4 The insurance required herein shall be written for not less than the limits of liability specified below based on the bid total of an annual contract (i.e., cost per service of all areas times the number of services in a year) or as required by law, whichever is greater, and shall include the following:
- (a) Workers Compensation Insurance shall be written for not less than any limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000 Each Accident Bodily Injury by Accident
 - \$100,000 Each Employee Bodily Injury by Disease
 - \$500,000 Policy Limit Bodily Injury by Disease
- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88 or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- Premises and Operations
 - Owners & Contractors Protective
 - Products & Completed Operation
 - Explosion, Collapse & Underground Conditions
 - Blanket Contractual Liability
 - Personal Injury Liability
 - Broad Form Property Damage Endorsement, including Completed Operations
 - Independent Contractors
 - Watercraft - Owned and Non-Owned
 - Pollution Liability (if applicable)

Certain coverages outlined above may not be required if they do not relate to the project, as may be determined at the sole discretion of the City. Commercial General Liability Coverage shall be written on an occurrence basis, and the limits shall be no less than the following amounts for all tiers of contractors and subcontractors:

Contract Value	Limits (not less than)
0- \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Product & Complete Operation \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)
\$250,001 -over	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Product & Comp. Operation \$50,000 Fire Damage (any one fire)

**Note: Commercial General Liability Coverage must be purchased on a project basis.*

(c) Automobile Liability Insurance for the operation, use, maintenance, loading, or unloading of automobiles—ISO Symbol 1 (any auto) or a combination of Symbol 2 (owned autos), Symbol 8 (hired autos), and Symbol 9 (non-owned autos).

Contract Value	Limits (not less than)
0- \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 -over	\$1 Million Combined Single Limit

ARTICLE 5- TERMINATION / CANCELLATION OF CONTRACT

5.1 General

- A. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).
- B. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.
- C. The bidder may cancel the resulting contract with ninety (90) days' written notice to the City. Failure to give said notice may result in the vendor being barred from bidding on future City Contracts.

5.2 Termination for Default

- A. The City shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract, and the bidder shall have five (5) calendar days to correct same. Failure of the bidder to remedy said specified items of deficiency or default in the notice by the decision of the (City Manager or the City Manager's designee) within five (5) calendar days of receipt of such notice of such decisions, shall result in the termination of the contract, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the bidder shall have the right to seek a judicial review of such action within thirty (30) calendar days of same. Bidder shall not be found in default for events arising due to acts of God.

5.3 Termination for City's Convenience

- A. The performance of work under this contract may be terminated in accordance with this clause in whole or from the time in part whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which the performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, the bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date, and the City shall have no other obligations to the bidder. Bidder shall be obligated to continue the performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

ARTICLE 6- PAYMENT

- A. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at the time of contract) of the invoice(s) and proof of acceptance of all services ordered. As consideration for the Contractor's satisfactorily performing the Scope of Services set forth in the solicitation and complying with other terms of the resulting Purchase Order or Price Agreement, the City shall pay the Contractor according to the tasks identified in the Scope of Work. Furthermore, Contractor invoices shall be submitted or paid once acceptance from the Project Manager has been received by the Contractor. The Project Manager's acceptance notification shall be attached to the Contractor's invoice.

(The remainder of this page is left blank intentionally)

Scope of Work and Responsibilities

Section 01100

1.0 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, and equipment to meet all requirements and specifications while under contract with the City of Belle Isle.
- B. **Service will be on four (4) cuts per month from April through November, with a maximum of seven (7) days between cuts. Should a Contractor exceed the seven (7) day maximum,** the City shall charge the Contractor the actual cost of the Contractor's costs per cut or the cost to have the City or another Contractor provide the service, whichever is greater. Exceptions to this policy may be made for circumstances beyond the control of the Contractor, such as uninterrupted rain. Service shall be provided once per month, with a minimum of fourteen days (14) between cuts, during the months of December through March. At no time will the common areas be allowed to become overgrown or not be mowed within the appropriate time period and become less than satisfactory to the area inspector. Cutting height on the mowing machinery should be adjusted to maintain the uniform height of three inches (3") to three and one-half inches (3 1/2 "). The Project Manager shall approve any deviations in writing.
- C. Locations with security fences open only during normal operating hours must be serviced during these hours.
- D. The City shall notify the Contractor of any events where and when the Contractor shall not service a particular site.
- E. Damage to public and private property—The Contractor shall take extreme care to safeguard and protect against existing facilities, site amenities, sprinkler systems, windows, vehicles, and personnel on and around the job site. Any damage caused by the contractor to public and/or private property shall be the contractor's responsibility, and the contractor shall pay for said damages at no cost or obligation to the City of Belle Isle.
- F. The Contractor shall work closely with the public works director and public works foreman for each site at all times.
- G. Non-conformance—Nonconformance to the specifications contained herein has specific monetary consequences. Payment will not be made for services that do not comply 100% with the bid specifications. Failure by a contractor to perform the quality of work required under this Bid shall be grounds for termination of the resulting contract.

(The remainder of this page is left blank intentionally)

1.1 CONTRACTOR'S RESPONSIBILITIES

A. Site Preparation - Prior to servicing any location, all trash, including, but not limited to, paper, bottles, cans, branches, limbs, palm fronds, rocks, etc., shall be picked up and removed from the service area. All leaves and pine needles on the sidewalks, driveways, parking areas, and roadways shall be blown on the grass and mulched during mowing.

B. Mowing - The Mower shall be equipped with mulching blades and shall be kept sharp to ensure a smooth, clean cut of grass blades. All litter that may be cut up and/or discharged by the mower must be removed prior to mowing. Grass clippings shall not be bagged, they are to be mulched and left. Mulched grass clippings shall be evenly spread, with no piles of grass left. Grass clippings shall not be blown into landscaped beds, sidewalks, or roadways. All turf areas shall be mowed to maintain an attractive appearance at all times. Grass will be cut to the height specified elsewhere in this solicitation. Mowing shall be done to prevent any damage to existing turf. Any lawn areas damaged by the contractor shall be restored at the contractor's expense. Mowing next to buildings shall be far enough away to prevent scraping of the mower against the building. Refer to the University of Florida Extension Service brochures for detailed lawn maintenance specifications.

- ENH-5 Maintenance of St. Augustine grass Lawns
- OH-19 Bermuda grasses for Florida Lawns
- OH-77 Bahia grass Lawn Maintenance Calendar

C. Weeding- Removal of all weeds from the landscaped areas and external planters shall be accomplished by hand for each service. Remove all vines growing on other vegetation, such as bushes, trees, etc. Weeds are defined as any vegetation growth that is present that has not been planted for the specific purpose of landscaping. All storm drain areas shall be kept free of weeds and miscellaneous debris. Bedded areas shall be kept free of weeds and grass clippings by appropriate means. Weed eating around trees shall be done as required, with care not to damage the city's property.

D. Edging- All sidewalks, landscaping beds, curbs, driveways, parking areas, and asphalt roadways shall be edged every time an area is serviced. All walkways, dumpster pads, curbs, asphalt roadways, and streets shall be edged mechanically to maintain a uniform appearance during the growing season. All clippings shall be blown off curbs and walkways. Extreme care shall be taken not to blow clippings and lawn debris into the waterways, landscaped beds, or roadways. Edging of all plant beds shall be done in order to maintain a uniform appearance during the growing season.

E. Trimming - Trim around the perimeter of all buildings, structures, posts, signs, fences, or other objects every time an area is serviced. Trim all tree branches to a height of eight (8) feet above the ground over all sidewalks, walkways, and parking areas in parking lots and roadways. Trim and remove all dead fronds from palm trees. Plants, trees, and shrubs located at intersections and parking lot accesses shall be trimmed in accordance with Department of Transportation, Sight Distance at Intersections Standards. All trimmings shall be picked up and removed from the property.

F. Landscaped Area Weeding - All landscaped areas shall have trash, including but not limited to cigarette butts, litter, foreign growth, limbs, branches, and dead plants, removed by hand every time the location is serviced. Remove all vines. All trash material may be placed in the location dumpster only; all vegetation material shall be removed from the property and disposed of in accordance with Federal, State, and Local laws.

G. Landscaped Area Trimming—All landscaped area plants shall be trimmed monthly. Trimming should maintain the growth pattern of existing plants and prevent growth beyond the boundaries of the planted area onto sidewalks, roadways, and parking areas. All trimmings shall be picked up and removed from the property.

H. Fences—Trim along the base of all fences. Remove vines and other vegetation from all fences. Herbicides may be used only in areas approved personally by the City Manager or Public Works Director to prevent vegetation growth on fence lines. All trimmings shall be picked up and removed from the property.

I. Exterior Planters - Remove all weeds from planters and trim plants to maintain a neat, professional appearance.

J. Clean Up—All trimmings shall be picked up and removed from the property. Blow all walkways, cement areas, roadways, and parking areas clean of vegetation. Normal debris generated in the regular service shall be hauled from the site and included in the bid proposal price. All debris removed from all locations shall be disposed of in a licensed landfill in accordance with local, state, and federal regulations.

K. Herbicide—Defoliant, herbicide, or growth retardant shall not be used in any landscaped area at any time or in other areas without prior written approval by the City Manager or Public Works Director. Herbicides can be used to prevent growth in walkways, parking areas, fences, and hard surface areas only if approved personally by the City Manager or Public Works Director. The fenced areas around A/C units shall be treated with herbicide to prevent vegetation growth. Treat walkways, curb areas, and parking areas to prevent growth in cracks and expansion joints.

L. Pruning - All plants shall be pruned or sheared as required for proper bud development and foliage growth. Pruning of all woody ornamentals and tree branches less than eight (8) feet in height to balance infiltrating light, remove dead wood, and promote maximum health and growth shall be done as required.

M. Leaf removal - All leaves shall be picked up from parking lot areas, sidewalks, and cement areas and removed from the location.

N. On-site meetings shall be scheduled on an as-required basis as determined by the City and/or City Manager or Public Works Director.

O. Appropriately dressed employees shall professionally perform all work. Uniforms that identify the Contractor's firm shall be worn at all times. Appropriate safety equipment shall be available and worn by every employee.

P. The Contractor shall bid on every site within the specified zone. The award will be made by zone total.

Q. The City reserves the right to add or delete sites within this zone. Any requirement for adding additional sites may be negotiated with the successful respondent without going through the bid process as long as the City and the successful respondent come to terms on a fair price based on other similar sites.

R. The next day, after all the work has been completed at all the service locations, the Contractor will send a representative to meet with the owner's staff and visit each location. Both parties will sign off on the inspection sheet to approve or deny the performed work. Upon the owner's inspection with the Contractor's representative, the City will notify the contractor in writing of all particulars in which the inspection reveals that the work is incomplete or defective. The Contractor will have five (5) days to make the needed corrections. Both the City and the contractor will agree on the time to meet.

S. Payment will only be made for services that comply 100% with the bid specifications. The contractor's invoices shall not be submitted or paid until the Contractor has received acceptance from the City that the work has been satisfactorily performed as specified in the contract. All locations not brought back into compliance shall be documented for non-performance as per Section 1.0, letter G. To comply with the communication requirements for this project, the successful vendor shall have a computer with Microsoft Word, a fax machine, and access to an e-mail account.

T. Vehicles shall have the company name and phone number on each side, legible from a distance of fifty (50) feet.

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