



**Submit Bids To:**  
 City of Hollywood  
 2600 Hollywood Boulevard  
 Hollywood, Florida 33020  
 Office of City Clerk, Room 221

**ORIGINAL**

**CITY OF HOLLYWOOD, FLORIDA**

**INVITATION FOR BID**

**BIDDER ACKNOWLEDGMENT**

**Bid Title:** City-Wide Grounds Maintenance

**Bid No.:** F-4400-14-RD

**Commodity/Service Required:** as above

A Cone of Silence is in effect with respect to this Bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Bid must be received prior to 3:00 P.M., March 20, 2014 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.

Procurement Services Contact: Ralph Dierks, or Linda Silvey, or Joel Wasserman or his designee

Telephone No.: (954) 921-3223 or (954) 921-3200 or (954) 921-3290

### BIDDER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID DOCUMENT BY THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

<b>Bidder's Name:</b> Wood-A-Way, Inc.	<b>Fed. ID No. or SS Number</b>
<b>Complete Mailing Address:</b> 5900 Dewey St #202 Hollywood FL 33023	<b>Telephone No.:</b> 786-6103-9802
	<b>Fax No.:</b> 954-374-6562
<b>Do You Have a Permanent Office Located in the City of Hollywood?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>E-Mail Address:</b> woodaway@gmail.com
<b>Indicate type of organization below:</b>  Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	<b>Is the Proposer a City of Hollywood Qualified Local MBE or SBE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  <b>Certifying Agency:</b>

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL BID SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE BID DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID NON-RESPONSIVE.**

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by signing below in blue ink, pages 5 through 7 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Mouday Oshybo      President      3-24-14  
 Authorized Name (Type or Print)      Title      Date  
[Signature]  
 Authorized Signature



# City of Hollywood, Florida

PROCUREMENT SERVICES ROOM 303  
P. O. Box 229045 ZIP 33022-9045

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Bids which will be received by the City Clerk of the City of Hollywood, Florida at City Hall, 2600 Hollywood Blvd., Room 221, Hollywood, Florida 33020 until **3:00 P.M., March 27, 2014**, at which time they will be opened and publicly read in the Procurement Services Office, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida. **FOR: City-Wide Grounds Maintenance**

**BID NO. F-4400-14-RD**  
**ADDENDUM NO. 1**

Please make the following changes (additions, deletions or corrections) in the above named bid.

### CHANGES:

1. The Bid Opening Date is changed as follows:

FROM: 3:00 P.M., March 20, 2014

TO: 3:00 P.M., March 27, 2014

2. Replace all pricing pages with the attached REVISED Pricing Pages.
3. Replace Attachment B with the attached REVISED Attachment B.

**QUESTIONS:** Below are the questions received in reference to the above named bid and the corresponding answers.

**Q1:** How will the City handle minimum wage increases and affordable health care?

**A1:** This will be handled through the "Cost Adjustments" process as explained in Item E. on page 9 of the bid.

### CLARIFICATIONS:

**C1:** Copies of your current Maintenance of Traffic (MOT) Certifications **MUST** include an Intermediate MOT Certification and **MUST** be submitted with your bid.

**C2:** Page 12, I. Schedule, fourth paragraph, **ADD:** only one (1) service in the month of February.



**Bid F-4400-14-RD – Addendum #1**

- C3: Tree Trimming: The person performing the tree trimming MUST possess a Broward county Class B Trimmer's License.**
- C4: Pesticide Application: The Florida Certified Pesticide Applicator license holder MUST be the applicator of pesticides or herbicides. Acceptable licenses are the Department of Agriculture and Consumer Services Florida Limited Commercial Maintenance License Certification or the Bureau of Entomology and Pest Control Commercial Landscape Maintenance license.**
- C5: Successful Contractor SHALL NOT be responsible for the treatment of Whiteflies.**
- C6: Page 17, N. Mulching, second sentence, REMOVE the words "or bagged" as the mulch will only be supplied by the City in bulk.**
- C7: Q. Pavers, Page 18, ADD: No dye shall be used on concrete pavers.**
- C8: Insurance Requirements: Sample Insurance Certificate attached. NOTE: Dollar limits are subject to change based on the type of services provided.**
- C9: Page 21, V. Basis of Award, in the second sentence, REMOVE "up to the maximum permitted under section 38.50 of the set aside code", as this bid is NOT a set-aside bid.**

**ADDITIONAL INFORMATION:**

- A1: Attached is a copy of the mandatory pre-bid sign in sheets.**
- A2: Attached is a copy of the previous bid tabulation.**

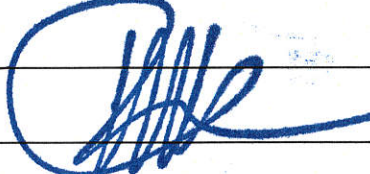
**All other specifications, terms & conditions remain the same.**

**MAILED BIDS:**

If you have already submitted your printed bid, it will be retained in the City Clerk's Office until the Bid Opening time and date. If you wish to pick up your Bid that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

**Please sign and return with your Bid.**

COMPANY NAME: Wood-A-Way, Inc

BIDDER'S SIGNATURE 

Dated this 10<sup>th</sup> day of March, 2014

REVISED PRICING PAGE

F-4400-14-RD

ZONE 1

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Griffin Road from 35th Ave to SR7	30,000	Medians	\$ 139	X	23	=	\$ 3,197
2	Stirling Road medians SR7 east to N. 29th Ave / Wall 46 <sup>th</sup> Ave to Park Road	98,765	Landscape/ Medians/ Swale	\$ 196	X	23	=	\$ 4,508
3	Stirling Rd medians N. 29th Ave east to Oakwood Blvd. All four quadrants	81,500	Gateway/ Medians	\$ 333.95	X	23	=	\$ 7,680 <sup>85</sup>
4	N. 30th Ave south of Stirling Rd at street end north of Emerald Hills Park	600	Street End	\$ 34	X	23	=	\$ 782
5	Oakwood Hills Park, 2701 N. 26th Avenue, and lot on west side across from park.	104,080	Park/Lot	\$ 225	X	23	=	\$ 5,175
6	Henry L. Graham Park, 2350 Simms St	14,850	Park	\$ 44.95	X	23	=	\$ 1,033 <sup>85</sup>
7	Dr Martin Luther King Community Center, 2400 Charleston St	127,870	Park	\$ 210	X	23	=	\$ 4,830
8	2305 Simms Street	5,243	Lot	\$ 29	X	23	=	\$ 667
9	Police Sub Station, 2207 Raleigh Street	1,768	Lot	\$ 19	X	23	=	\$ 437
10	N. 22nd Ave from Sheridan to Pershing St	38,000	Swale	\$ 175	X	23	=	\$ 4,025
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 10 COST PER SERVICE)				=				\$ 1,405.90
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 10 TOTAL ANNUAL COST)						=		\$

32,335.70



**REVISED PRICING PAGE**
**F-4400-14-RD**
**ZONE 2**

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	S. Park Road from Pembroke Rd North to Hillcrest Drive, west swale, and Pembroke Road north to Hollywood Blvd., all medians & east swale only along Orangebrook golf course	171,491	Swale/ Median	\$ 318.99	X	23	=	\$ 7,336.77
2	N. Park Road from Hollywood Blvd north to Coolidge Street	223,332	Median/ Triangle	\$ 221.95	X	23	=	\$ 5,104.85
3	W. Park Road from Coolidge Street to 56th Avenue	226,942	Swale	\$ 319.99	X	23	=	\$ 7,359.77
4	N. 46th Avenue, Hollywood Blvd to Stirling Road (including east swale north of golf course)	115,000	Median/ Swale	\$ 129.92	X	23	=	\$ 2,988.16
5	Pembroke Road from S. 56th Avenue east to I-95 and first median east of I-95; northeast & northwest quadrants of gateway	92,300	Median/ Gateway/ Retention	\$ 1098.95	X	23	=	\$ 25,275.85
6	S. 30th Avenue just north of Pembroke Road fence line abutting the train tracks along storefronts	28,500	Swale	\$ 137.88	X	23	=	\$ 3,171.24
<b>TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 6 COST PER SERVICE)</b>				=				\$ 2,227.68
<b>TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 6 TOTAL ANNUAL COST)</b>						=		\$

51,236.64

REVISED PRICING PAGE  
F-4400-14-RD

ZONE 3

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Sheridan Street from N. 72nd Ave east to N. Park Road.	149,850	Medians	\$ 309.98	X	23	=	\$ 7,129.77
2	Sheridan Street from N. Park Road to A1A	62,500	Median/Swale	\$ 199.90	X	23	=	\$ 1,597.70
3	I-95 & Sheridan Street all four quadrants	79,000	Gateway	\$ 396.99	X	23	=	\$ 9,130.77
4	Turnpike slopes and swales at Sheridan Street. 61st to 62nd Street including guardrail areas	42,708	Swale/Slopes	\$ 233.99	X	23	=	\$ 5,381.77
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 4 COST PER SERVICE)				=				\$ 1,140.87
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 4 TOTAL ANNUAL COST)						=		\$

26,240.01

ZONE 4

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Hollywood Blvd from SR7 west to turnpike medians and city boundary and s 8' grey wall	5,354	Median/Swale	\$ 14.85	X	23	=	\$ 1,221.55
2	Hollywood Blvd from City Hall west to Presidential Circle; including NW corner electrical box grass at 26th Ave	363,414	Landscape/ Gateway/ Median	\$ 795	X	23	=	\$ 18,285
3	Glenn and Columbus Parkway landscape circles and medians, and Johnson Street @ 56th Ave SW corner	73,004	Traffic Circles and Landscape	\$ 310	X	23	=	\$ 7,130
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 3 COST PER SERVICE)				=				\$ 1,179.85
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 3 TOTAL ANNUAL COST)						=		\$

27,136.55



REVISED PRICING PAGE

F-4400-14-RD

ZONE 4A

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	City Hall, 2600 Hollywood Blvd	167,000	Facility	\$ 698.00	X	26 Bi-weekly on Saturdays Only	=	\$ 18,148
TOTAL BID FOR ZONE PER SERVICE (total of line 1 COST PER SERVICE)				=	\$ 698			
TOTAL BID FOR ZONE ANNUAL COST (total of line 1 TOTAL ANNUAL COST)						=	\$	

18,148.00

ZONE 5

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	FEC Corridor east and west sides from Pembroke Road to Sheridan Street, excluding Monroe Street thru Fillmore Street. Include parking areas on S. 21st Ave from Monroe south to Washington St.	709,000	Median/Swale	\$ 899.98	X	23	=	\$ 20,699.54
2	Fred Lippman Multi-Purpose Center, 2030 Polk Street, North parking lot; Hollywood Shuffleboard @ 309 N. 21st Ave.	12,497	Facility	\$ 89.99	X	23	=	\$ 2,069.77
3	Parks & Recreation Bldg, 1715 N. 21st Ave	8,500	Facility	\$ 149.99	X	23	=	\$ 3,449.77
4	Fire Station 5, 1819 N. 21st Ave	13,000	Facility	\$ 199.99	X	23	=	\$ 4,599.77
5	Fire Station 105, 1511 S Federal Highway	6,916	Facility	\$ 159.99	X	23	=	\$ 3,679.77
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 5 COST PER SERVICE)				=	\$ 1,499.94			
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 5 TOTAL ANNUAL COST)						=	\$	

34,498.62

REVISED PRICING PAGE

F-4400-14-RD

ZONE 5A

No.	Service Location	SQ. FT	Type	Cost Per Service	x	Annual Frequency	=	Total Annual Cost
1	Poinciana Park & Dog Park, 1301 S. 21st Avenue	200,990	Facility	\$ 240.99	x	36 (On the 10th, 20th, & 30th month)	=	\$ 8,675.64
TOTAL BID FOR ZONE PER SERVICE (total of line 1 COST PER SERVICE)				=		\$ 240.99		
TOTAL BID FOR ZONE ANNUAL COST (total of line 1 TOTAL ANNUAL COST)						=		\$

8,675.64



REVISED PRICING PAGE  
F-4400-14-RD

ZONE 6

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Rose's Garden, 24th Ave and Monroe Street	45,000	Park	\$249.99	X	23	=	\$5,749.77
2	24th Ave - Jackson, Monroe, Madison, Adams Streets	640	Street Ends	\$30	X	23	=	\$1,090
3	917 S. 29th Avenue, east side	5,688	Lot	\$45	X	23	=	\$1,035
4	23rd Ave & Rodman St, north side of Rodman St	5,056	Lot	\$35	X	23	=	\$805
5	S. 29th Terrace from Van Buren St to Monroe St, N & W swale across from Church & I-95 fence; S 29th Ave from Madison Street to Fletcher St., street ends	13,892	Swale/ Street Ends	\$135	X	23	=	\$3,105
6	S. 29th Ave at Madison St and S 28th Ct at Monroe St, round street end median	6,005	Circle	\$40.00	X	23	=	\$920
7	S. 26th Ave at Pembroke Road neighborhood entrance	7,454	Swale	\$85.99	X	23	=	\$1,977.77
8	Fletcher St from S. 22nd Ave to S. 25th Ave south wall grass and landscape; 2020 Fletcher St alley dead end	18,490	Swale/Street Ends	\$179.99	X	23	=	\$4,139.77
9	2717 Van Buren St	15,000	Lot	\$74	X	23	=	\$1,702
10	N North Lake Dr & S South Lake Dr key holes, N 12th & S 12th Ave & Lake Drive	42,699	Swale	\$135	X	23	=	\$3,105
11	Dewey St from S 13th to S 14th Aves; Rodman St at 13th Ave	19,244	Median/ Swale / Circle	\$129	X	23	=	\$2,967
12	Harrison St, S 13th, 14th, 15th, and 16th Aves; 700 Harrison St	1,338	Median/ Circle/ Street Ends	\$140	X	23	=	\$3,220
13	Jefferson Park, 1501 Jefferson Street	151,017	Park	\$295.00	X	23	=	\$6,785
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 13 COST PER SERVICE)				=	\$1,573.97			
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 13 TOTAL ANNUAL COST)						=	\$	

36,201.31

**REVISED PRICING PAGE**  
**F-4400-14-RD**  
**ZONE 7**

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	John Williams Park, 6101 Sheridan Street	215,524	Park	\$ 515.25	X	23	=	\$ 13,230.75
2	Seminole Park, Charleston St and 64th Avenue, including the south wall swale between 64th and 65th Aves	68,712	Park/Swale	\$ 208.24	X	23	=	\$ 6,119.52
3	Bicentennial Park, 7300 Farragut Street	108,189	Park	\$ 394.85	X	23	=	\$ 9,081.55
4	Driftwood Community Center, 3000 N. 69th Avenue	108,000	Facility	\$ 310	X	23	=	\$ 7,130
5	RV Lot, 68th Avenue and Sheridan Street	21,675	Landscape	\$ 109	X	23	=	\$ 2,507
6	Linear Park, 6570 Sheridan Street west to 70th Ter - grass/shrubs	383,940	Landscape	\$ 559.00	X	23	=	\$ 12,857
7	Citizen's Service Center, 6199 Taft Street	15,000	Facility	\$ 84	X	23	=	\$ 1,932
8	Carlton Montayne Park, 6230 Arthur St	22,424	Park	\$ 89	X	23	=	\$ 2,047
9	Montella Park, 1231 N 69th Way, & Boys & Girls Club, 1111 NW 69th Way	204,000	Park/Facility	\$ 340.00	X	23	=	\$ 7,820.00
10	Fire Station 45 & Maintenance Garage, 1810 N 64th Avenue	6,783	Facility	\$ 99.10	X	23	=	\$ 2,279.30
11	70th Terrace, Taft St to Moseley St	3,937	Median	\$ 34.99	X	23	=	\$ 804.77
12	62nd Avenue & Johnson St, turnpike underpass	3,101	Landscape	\$ 34.99	X	23	=	\$ 804.77
13	66th Avenue & Taft St, and 68th Ave just north of Taft St	7,489	Triangle/Median	\$ 44.95	X	23	=	\$ 1,033.85
14	NE corner on Roosevelt St at 66th Avenue	3,540	Swale	\$ 29.99	X	23	=	\$ 689.77
15	Boulevard Heights Community Center, 6770 Garfield St Parking Lots, Building and Playground	32,529	Hedges, parking lot bullnoses, building hedges, playground hedges	\$ 148.99	X	23	=	\$ 3,426.77
<b>TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 15 COST PER SERVICE)</b>				=				\$ 3,122.35
<b>TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 15 TOTAL ANNUAL COST)</b>						=		\$

71,814.05



REVISED PRICING PAGE

F-4400-14-RD

ZONE 8

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	South of Jefferson St east of the building	5,808	Swale	\$ 44	X	23		\$ 1,012
2	Keating Park, 2500 S Ocean Dr	27,544	Park	\$ 58	X	23		\$ 1,334
3	Hollywood Beach Community Center, 1301 S. Ocean Drive	38,894	Park	\$ 129	X	23		\$ 2,967
4	Harry Berry Park, 301 Azalea Terrace	23,517	Park	\$ 74	X	23		\$ 1,702
5	North sidewalk of Diplomat Hotel from A1A onto the beach	35,000	Swale	\$ 89	X	23		\$ 2,047
6	A1A and Hallandale Beach Blvd underpass bridge landscape and grass south of the 7-11 store inside fence	22,987	Swale	\$ 329	X	23		\$ 7,567
7	Azalea Terrace Parking Lot, Azalea Ter & Surf Rd	5,262	Parking Lot	\$ 84	X	23		\$ 1,932
8	Summit Parking Lot, north of Harry Berry Park	14,957	Parking Lot	\$ 98	X	23		\$ 2,254
9	Ocean Walk berm at Hollywood Blvd & Broadwalk	10,530	Swale	\$ 74	X	23		\$ 1,702
10	Hollywood Blvd & A1A east and west bridge underpass, hedges west Intracoastal swale wall from Hollywood Blvd bridge to Azalea Terr;	151,218	Swale	\$ 795.00	X	23		\$ 18,285
11	S. Surf Rd from Bouganvilla to Jefferson east road side fence line	24,000	Swale	\$ 84	X	23	=	\$ 1,932
12	Topsider Parking Lot, A1A & Tyler Street	400	Parking Lot	\$ 35	X	23	=	\$ 805
13	A1A N of Sheridan St from Forrest St to Perry St	90,480	Parking Meter areas	\$ 174	X	23	=	\$ 4,002
14	Oak Street Park at N Surf Rd	8,000	Park	\$ 54	X	23	=	\$ 1,242
15	Fire Station 40, 2211 North Ocean Drive	10,138	Facility	\$ 690	X	23	=	\$ 15,870
16	A1A from Sheridan St south to Hallandale Beach Blvd	192,474	Medians/ Swale/ Easements	\$ 819	X	23	=	\$ 18,837
17	New Hampshire St at west side of A1A	3,225	Lot	\$ 45	X	23	=	\$ 1,035
18	A1A and Forrest St	45,000	Swale	\$ 129	X	23	=	\$ 2,967
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 18 COST PER SERVICE)				=				\$ 3,804
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 18 TOTAL ANNUAL COST)						=		\$

REVISED PRICING PAGE  
F-4400-14-RD  
ZONE 8A

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Streetscapes at AIA and Grant, Hayes, Garfield, Connecticut, Arthur, Cleveland, Tyler, Polk, Arizona, Taylor, New York, Fillmore, Pierce, Indiana, Buchanan, Minnesota Streets	16,000	Swales/ medians	\$ 398.00	X	36	=	\$ 14,328
2	Garfield St Parking Garage	8,000	Facility	\$ 89	X	36	=	\$ 3,204
3	Beach Safety Complex, 707 S Ocean Dr	5,000	Facility	\$ 79	X	36	=	\$ 2,844
4	Charnow Park 300 Connecticut St	10,000	Park	\$ 159.00	X	36	=	\$ 5,724
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 4 COST PER SERVICE)				=				\$ 725
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 4 TOTAL ANNUAL COST)						=		\$

26,100.00



REVISED PRICING PAGE

F-4400-14-RD

ZONE 9

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Anniversary Park, 1945 Hollywood Blvd	8,458	Park	\$ 169	X	23	=	\$ 3,887
2	N 19th Avenue, Polk Street NW lot	5,524	Parking Lot	\$ 50	X	23	=	\$ 1,150
3	Art & Culture Center and Day Care Building, 1650 Harrison Street	21,451	Facility	\$ 139	X	23	=	\$ 3,197
4	Federal Hwy from Sheridan St south to Pembroke Road	105,000	Medians	\$ 255	X	23	=	\$ 5,865
5	Hollywood Blvd 17th Ave to ICW	50,000	Median	\$ 345	X	23	=	\$ 7,935
6	S 21st Ave from Hollywood Blvd to Jefferson St, palms and grass along storefronts	194,900	Swale	\$ 298	X	23	=	\$ 6,854
7	Young Circle beds, 17th Avenue, Publix North/South Side	8,839	Landscape	\$ 98	X	24 (On the 15th and 30th of each month)	=	\$ 2,352
8	Downtown area, Hollywood Blvd, Harrison St, Van Buren St, Polk St, and Tyler St, 21st Ave to Federal Hwy, beds and paver blocks. Downtown, 19th and 20th Aves from Harrison to Tyler, weedeat and herbicide pavers	16,000	Landscape/pavers	\$ 1298	X	26 (Biweekly on Mondays only btwn 6am to 11am)	=	\$ 33,748
9	ArtsPark at Young Circle	432,000	Park	\$ 998.99	X	36 (On the 10th, 20th and 30th of each month)	=	\$ 35,963.64
10	FEC, Monroe – Fillmore, Dixie Highway & 21st Avenue, including parking areas on s. 21st Ave from Harrison Street to Monroe Street	200,000	Hedges/Grass	\$ 549	X	23	=	\$ 12,627
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 10 COST PER SERVICE)				\$ 4,199.99				
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 10 TOTAL ANNUAL COST)								\$ 113,578.64

REVISED PRICING PAGE

F-4400-14-RD

ZONE 10

No.	Service Location	SQ. FT	Type	Cost Per Service	X	Annual Frequency	=	Total Annual Cost
1	Pembroke Road & I-95, Seagrape slopes		Hedges	\$ 1794	X	4	=	\$ 7,176
2	Hollywood Blvd & I-95, Seagrape slopes, ficus and cocoplum hedges, small palms	245,000	Hedges	\$ 4495.00	X	4	=	\$ 17,980
3	Sheridan Street & I-95, Seagrape slopes		Hedges	\$ 995	X	4	=	\$ 3,980
4	Stirling Road & I-95, Seagrape slopes		Hedges	\$ 999.95	X	4	=	\$ 3,999.80
5	1600 S. Park Road, Ficus & Cocoplum hedges		Hedges	\$ 2995.95	X	4	=	\$ 11,983.80
6	56th Ave & N. Hills Drive, Ficus Hedges south to yellow wall	35,000	Hedges	\$ 795	X	4	=	\$ 3,180
TOTAL BID FOR ZONE PER SERVICE (total of lines 1 to 6 COST PER SERVICE)				=	\$ 12,074.90			
TOTAL BID FOR ZONE ANNUAL COST (total of lines 1 to 6 TOTAL ANNUAL COST)						=		\$ 48,299.60

Additional Services as requested by the City, for any service requested to be provided, not listed in the bid specified scope of work.

(Pricing for Additional Services will not be calculated with total bid zone pricing for award.)

SERVICE	UNIT	PRICE
Fertilization	Per Bag Applied	\$ 14.95
Mulching	Per Cubic Yard Applied	\$ 18.00
Square Foot Rate	Per Square Foot	\$ 0.015
Trimming	Per Linear Foot	\$ 1.75
Additional Services	Per Hour	\$ 45.00

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE BID DOCUMENT.



## V. BASIS OF AWARD:

There are 10 zones listed on the pricing pages. Each zone has multiple service locations which require bid pricing to be provided. **The Total Bid for each Zone Annual Cost will be the basis of award.**

**Bidders must provide firm bid pricing for all locations within a zone to be considered for award.**

The City reserves the right to award up to three (3) lowest responsive and responsible bidders for each zone or in its entirety to bidder(s) meeting specifications, terms and conditions of the bid (one primary and up to two alternates for each zone). The lowest responsive, responsible bidder for each zone shall be considered the primary vendor up to the maximum permitted under section 38.50 of the set aside code. **Therefore, it is necessary to bid on every service location in each zone.** The City of Hollywood reserves the right to procure from the second or third lowest bidder/alternate bidders if: a) the lowest bidder cannot comply with requirements or specifications; b) the lowest bidder is not in compliance with requirements or specifications on current or previous orders; c) in cases of emergency; d) if it is in the best interest of the City of Hollywood to do so regardless of reason.

**The City, at its sole discretion, also reserves the right to select the bidder or bidders which best serve the interest of the City.**

**Bidder MUST submit as an addendum to this bid and include with bid submittal:**

- Copy of Current City of Hollywood Occupational License (Business Tax Receipt)
- Copy of State of Florida Pesticide License
- Copy of Maintenance of Traffic (M.O.T.) Certification
- Statement of Work Experience
- Number of Personnel Employed
- Inventory of Existing Equipment
- Minimum of three (3) References of Current Contracts with similar size, service type, and scope of work, to include with Phone Numbers, Email Addresses or Fax Numbers and Contact Persons (complete reference section below)
- Broward County Tree Trimmer Class B Certification

Bidder shall provide information only as it relates to work specified in this contract.

**S. HOLD HARMLESS AND INDEMNITY CLAUSE:**

Wood-A-Way, Inc Monday 10/1/10  
 (Company Name and Authorized Signature, Print Name)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood and FDOT, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Wood-A-Way, Inc Monday 10/1/10  
 (Company Name and Authorized Signature, Print Name)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

**T. ANTI-COLLUSION STATEMENT:**

The undersigned Bidder has not divulged to, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever.

**U. DISCLOSURE OF CONFLICT OF INTEREST:**

**Disclosure of Conflict of Interest:** Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.**

Name

Relationship

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In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.



**REFERENCES:**

Bidders must provide at least three current references that they provide similar services to, with similar size, service type and scope of work, including company name, contact name, phone, fax or email address:

- 1) City of Hollywood FL Public Workers  
1600 South PARK Rd. XAVIER IRAN Xleau@hollywood.org  
954-967-4512 (phone) 954-967-4510 Fax
- 2) Miami Dade County public housing  
3801 Percival Ave. Miami FL 33133 DAISY D VERA  
305-444-8940 Fax (305) 442-0343
- 3) Miami Dade Park Rec. R.A.M. Alfredo Rivero  
7998 SW 107 Ave R.A.M. - inspectors@miamidade.gov  
305-270-1791 Fax (305) 275-1116

**BIDDER'S NOTE:** Award of any bid will require that the successful bidder ensure that a properly completed Vendor Registration Form is on file with the City.

**NOTE:** Contractor shall haul and legally dispose of all such material at his own expense unless otherwise indicated herein.

**BID SUBMITTAL COMPLETION CONFIRMATION:**

- ☒ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.
- ☒ I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.
- ☒ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- ☒ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.
- ☒ I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.
- ☒ I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- ☒ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.
- ☒ I, the Bidder, have submitted one (1) original and three (3) copies of the entire bid document and addendums.
- ☒ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- ☒ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at [www.hollywoodfl.org](http://www.hollywoodfl.org) and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- ☒ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

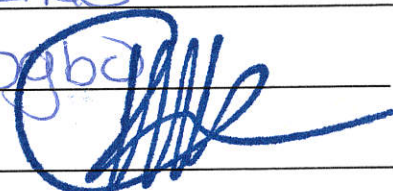
NAME OF COMPANY:

Wood-Away, Inc

BIDDER'S NAME:

Monday October 20

BIDDER'S AUTHORIZED SIGNATURE:



DATE:

3-24-14





CITY OF HOLLYWOOD  
TREASURY SERVICES DIVISION  
LOCAL BUSINESS TAX RECEIPTING  
2600 HOLLYWOOD BLVD, ROOM 103  
HOLLYWOOD, FL 33020

WEED-A-WAY  
5900 DEWEY ST  
STE #202  
HOLLYWOOD FL 33023

4918 43147



**CITY OF HOLLYWOOD LOCAL BUSINESS TAX RECEIPT**

**PRINT DATE:** 9/13/13

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION. PLEASE DO NOT REMIT ANY PAYMENT. **THIS IS NOT A BILL.**

**Business Name:** WEED-A-WAY  
**Business Location:** 5900 DEWEY ST  
**Business Class:** LAWN MAINTENANCE  
**Tax Basis:** 5 - 25 WORKERS  
**Receipt Number:** 14 00052043  
**Receipt Year:** 10/01/13  
**Expiration Date:** 09/30/14

**NEW CHARGES:** (Itemized Below)  
Base Fee 187.00  
Additional Charges: 187.00

**Comments:**

ALSO INCLUDES: JANITORIAL SVCS - HAULING

**TOTAL NEW CHARGES:** 187.00  
**Penalty Amount:** .00  
**Previous Balance Due:** .00  
**TOTAL AMOUNT PAID:** 187.00

PURSUANT TO STATE LAW, THE LOCAL BUSINESS TAX IS LEVIED ON THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS.


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Authorized Purchasing Agent for Restricted Use Pesticide  
Authorizing License: CM16858

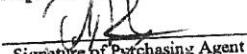
OKOTOGBO, GWENDOLYN  
18520 NW 67TH AVE  
#227  
HIALEAH, FL 33015

MONDAY OKOTOGBO  
2300 NW 181ST TER  
MIAMI GARDENS, FL 33056

Issued: July 11, 2012

Expires: August 31, 2016

  
Signature of Licensee

  
Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487, F.S. to purchase restricted use pesticides for the named licensee.

er Services

Pesticide Certification Office


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM16858

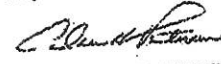
OKOTOGBO, GWENDOLYN  
18520 NW 67TH AVE  
#227  
HIALEAH, FL 33015

Categories  
6, 5A

Issued: July 11, 2012

Expires: August 31, 2016

  
Signature of Licensee

  
ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.





# *Certificate of Completion*

this certifies that

*Kaine Thomas*

Weed A Way Inc  
has successfully completed

## Workzone Traffic Control: Intermediate Level

*Ralph Kindig Jr.*  
Instructor

*November 20, 2007*  
Completion Date



## **WEED-A-WAY, INC STATEMENT OF WORKING EXPERIENCE**

**Weed-A-Way, Inc. was founded by Monday Okotogbo in April 1995. Since then it expanded and now has a business (2) Miami-Dade and Broward County location. Weed-A-Way, Inc. was incorporated in 1999 in the State of Florida. Over the years Weed-A-Way has acquired a vast array of knowledge workers from the best. We also have certifications in MOT, Arborist, Tree Incenses, Chemical licenses, and a lot more.**

**Weed-A-Way, Inc. is a dynamic company. Specializing in Trucking and Hauling, Lawn Maintenance, Tree Trimming, Fertilization, Mulching, Weed Control, Sodding and Janitorial Service and Clearing and Grubbing.**

**Weed-A-Way Inc., we are dedicated to providing quality service to our customers therefore we hire only the most qualified individuals who can be trained for the job. We provide more than enough work forces to get the job done, that is why we continue to raise the bar when it comes to landscaping service we operate 100 percent based on contract specifications.**

# Equipment list

- 2005 CHEVY EQUIPMENT TRUCK
- 2005 CHEVY TWO CREW TRUCK
- 1992 GRAPPLE TRUCK
- 3006 GRAPPLE TRUCK
- BUCKET TRUCK
- TRACTOR JOHN DEER
- (5) WEED EATERS
- (4) HEDGERS
- REEL MOWER
- (2) 60 DIXIE CHOOPER
- (1) 60 WORLD LAWNMOWER
- (1) SCAG 61 LAWNMOWER
- (2) HUSLER LAWN MOWER
- (4) HEDGE TRIMMERS
- (6) BLOWER

Number of Employed (15)



**WEED-A-WAY, INC**  
MONDAY OKOTOGBO

WEED-A-WAY, INC  
5900 DEWEY ST# 202  
HOLLYWOOD FL 33023  
786-663-5802  
weedaway@msn.com

## REFERNCES LIST

Below are some of the programs in which Weed-A-Way, Inc has participated in over the past nine years:

MIAMI DADE PARK REC OPEN SPACE  
LOT LANDSCAPE MAINTENANCE  
RICHARD MERA  
7998 SW 107 AVE  
MIAMI FL 33127  
305-270-1791  
305-275-1116 (FAX)  
[rmera@miamidade.gov](mailto:rmera@miamidade.gov)

MIAMI DADE PUBLIC HOUSING  
IRRIGATION & SPRINKLER  
JABRINA JOHNSON  
2200 NW 54 ST  
MIAMI FL 33142  
305-638-6892  
305-633-1914 (FAX)  
[FARRING@miamidade.gov](mailto:FARRING@miamidade.gov)

MIAMI DADE HOUSING AGENCY  
LANDSCAPE & LAWM MAINT  
DAISY DVERNA  
6701 SW 6ND AVE  
305-667-2116  
304-444-8946 (FAX)  
[ddverna@miamidade.gov](mailto:ddverna@miamidade.gov)

MIAMI DADE COUNTY  
ROADSIDE SAFETY MOWING  
STEVEN DUNCAN  
7998 SW 107  
305-270-1791  
305-275-1116 (FAX)  
[Duncan@miamidade.gov](mailto:Duncan@miamidade.gov)

MIAMI DADE COUNTY PUBLIC WORKES  
AND WAST MANA DEPT  
TREE REMOVAL  
RAMOS FERNANDO  
ENGINEER  
305-592-3116  
305-592-5719  
[ramosf@miamidade.gov](mailto:ramosf@miamidade.gov)

CITY OF HOLLYWOOD FL  
PUBLIC WORKING  
LANDSCAPE MAINTENANCE  
XAVIER LEAN  
1600 S PARK RD  
HCLLYWOOD FL 33021  
954-967-4526 954-967-4510(FAX)  
[XLEAN@hollywoodfl.org](mailto:XLEAN@hollywoodfl.org)

MIAMI DADE PUBLIC HOUSING PROGRAM  
COMMUNITY DEVELOPMENT  
LANDSCAPE PROPERTY  
ALAN ESON  
701 NW 1 CT #16FLOOR  
786-469-4226  
786-469-4199 (FAX)  
[AESON@MIAMIDADE.GOV](mailto:AESON@MIAMIDADE.GOV)

**Extension Education Section / Tree Tops Park Satellite Admin. Office**  
3900 SW 100 Avenue • Davie, Florida 33328 • 954-357-5270 • FAX 954-357-8740

*Winner of the National Gold Medal Award for Excellence in Park and Recreation Management  
Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA)*

9/17/2013

MONDAY OKOTOGBO  
5900 DEWEY ST  
HOLLYWOOD, FL 33023

Dear, Monday

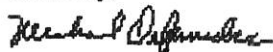
**Congratulations! You have passed the Broward County Licensing Ordinance Training exam for:  
Basic Tree Pruning**

Your score was **70 %**. Please find enclosed your laminated proof of training card. It is critical that you keep the training card with you while you are working. It will serve as proof of training should you be asked for it by a customer, municipal authority, or a Broward County Environmental Protection Officer. Remember to reference the ANSI A300 standards in your work orders and put them into practice. Use the ANSI A300 standard to educate others, including your customers, about proper tree pruning.

As you may know, successful completion of training is only one of several requirements you must meet in order to obtain a license to trim trees in Broward County. If you are going to be the designated license holder for your organization, you will need to obtain a license application packet from Broward County Permitting, Licensing and Consumer Protection Division, Tree Trimmer Licensing and Enforcement. Please call them at (954) 765-4400. This packet contains all the information/paperwork you should need to complete the license application.

Thank you for your cooperation.

Sincerely,



Michael Orfanedes  
Commercial Horticulture Agent

**CERTIFICATE OF COMPLETION  
BASIC TREE PRUNING**

**MONDAY OKOTOGBO**

has successfully completed the training program  
conducted by the Broward County Extension Education  
Division on:

**August 22, 2013**

Identification Number

**7643**

*Michael D. Anderson*

Commercial Horticulture Agent

**BR WARD**  
**FLORIDA**



May 10, 2013

## **BROWARD COUNTY TREE TRIMMER LICENSE**

### **STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE**

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card (Class B licenses only). Current training cards reflect that training was completed within the past two (2) years.
  - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

**BROWARD**

CLASS: **A**

**FLORIDA**

### **TREE TRIMMER LICENSE**

TTL#: **A- 723** EXPIRES: **08/31/2014**

**WEED-A-WAY, INC.**  
5900 DEWEY STREET #202  
HOLLYWOOD, FL 33023

TRAINED EMPLOYEE: **MARK D LANGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

SOUTH FL COMMERCIAL INSURANCE  
15165 NW 77 AVENUE #1004  
MIAMI LAKES FL 33014

**CONTACT NAME:**

PHONE (A/C No. Ext): (305) 819-8618

FAX (A/C No.): (305) 819-2543

E-MAIL ADDRESS: sfcip@live.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURED**

WEED-A-WAY INC  
5900 DEWEY STREET  
HOLLYWOOD FL 33023

INSURER A: COVINGTON SPECIALTY INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	VBA263877-00	10/07/2013	10/07/2014	EACH OCCURRENCE \$1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000. MED EXP (Any one person) \$5,000. PERSONAL & ADV INJURY \$1,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS - COMP/OP AGG \$1,000,000. \$
	\$500 BI & PD DED.					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				\$
	DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LANDSCAPE AND JANITORIAL SERVICES / HAULING AND DEBRIS REMOVAL

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER**

CITY OF HOLLYWOOD  
2600 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FL 33022

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
BASS UNDERWRITERS

&lt;ATC&gt;




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  FRANAH MARINO STATE FARM INSURANCE 120 N DOUGLAS RD PEMBROKE PINES, FL 33024-6414 TEL: (954) 433-4664 FAX: 9954) 433-4661	<b>CONTACT NAME:</b> FRANAH MARINO <b>PHONE (AC. No. Ext.):</b> (954) 433-4664 <b>FAX (AC. No.):</b> (954) 433-4661 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	ADD/ISSUER (ISR) WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	More Help
	<b>GENERAL LIABILITY</b> <a href="#">More Help</a> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					<b>EACH OCCURRENCE</b> \$ <b>DAMAGE TO RENTED PREMISES</b> (Ea occurrence) \$ <b>MED EXP</b> (Any one person) \$ <b>PERSONAL &amp; ADV INJURY</b> \$ <b>GENERAL AGGREGATE</b> \$ <b>PRODUCTS - COMP/OP AGG</b> \$ \$	
A	<b>AUTOMOBILE LIABILITY</b> <a href="#">More Help</a> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	904 0881-B03-59 001 904 0881-B03-59 002 904 0881-B03-59 003 904 0881-B03-59 004	02/03/2014 02/03/2014 02/03/2014 02/03/2014	02/03/2015 02/03/2015 02/03/2015 02/03/2015	<b>COMBINED SINGLE LIMIT</b> (Ea accident) \$ 1,000,000 <b>BODILY INJURY</b> (Per person) \$ <b>BODILY INJURY</b> (Per accident) \$ <b>PROPERTY DAMAGE</b> (Per accident) <a href="#">More Help</a> \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					<b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/> <b>E.L. EACH ACCIDENT</b> \$ <b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>E.L. DISEASE - POLICY LIMIT</b> \$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)2005 CHEVROLET G31 BOX  
1GBJG31U0511615402006 INTL 4300 DUMP  
1HTMMAAN26H3156272000 BERING MD23 DUMP  
KMFVC88D1YC0030232006 CHEVROLET 1500 PICKUP  
1GCEC14X36Z138453**CERTIFICATE HOLDER****CANCELLATION**CITY OF HOLLYWOOD  
2600 HOLLYWOOD BLVD  
HOLLYWOOD, FL 33023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** FRANA MARINO STATE FARM INSURANCE  
120 N DOUGLAS RD  
PEMBROKE PINES, FL 33024-6414  
TEL: (954) 433-4664 FAX: 9954) 433-4661

**CONTACT NAME:** FRANA MARINO**PHONE**  
A/C No. Ext: (954) 433-4664**FAX**  
A/C No: (954) 433-4661**E-MAIL ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** State Farm Mutual Automobile Insurance Company

28178

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

**INSURED** WEED-A-WAY  
18520 NW 67TH AVE #227  
HIALEAH, FL 33015-3302

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	More Help
	<b>GENERAL LIABILITY</b> <b>More Help</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	<b>AUTOMOBILE LIABILITY</b> <b>More Help</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	904 0881-B03-59 006 904 0881-B03-59 007	02/03/2014 02/03/2014	02/03/2015 02/03/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) <b>More Help</b> \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2005 CHEVROLET C5500 DUMP  
1GBE5E129F520582

ENOL POLICY

**CERTIFICATE HOLDER****CANCELLATION**CITY OF HOLLYWOOD  
2600 HOLLYWOOD BLVD  
HOLLYWOOD, FL 33023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCKINLEY FINANCIAL SERVICES INC MCKINLEY FINANCIAL SERVICES INC 545 N ANDREWS AVE  FORT LAUDERDALE FL 33301	<b>CONTACT NAME:</b> JAMES E DRAKE	<b>FAX (A/C. No.):</b>
	<b>PHONE (A/C. No. Ext):</b> 9549382685	<b>E-MAIL ADDRESS:</b> JIMDRAKE@MCKINLEYINSURANCE.COM
<b>INSURED</b> WEED-A-WAY, INC 5900 DEWEY STREET SUITE 202 HOLLYWOOD FL 33023 FEIN: 650894412	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> FWCJUA	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1402170112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input type="checkbox"/>		5741B709	4/23/2013	4/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 100,000.00
		<input type="checkbox"/> <input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF HOLLYWOOD 2600 HOLLYWOOD BLVD  Hollywood FL 33020 Phone Number none	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## NOTICE TO ALL BIDDERS AND PROPOSERS

### Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>



# CITY OF HOLLYWOOD

## TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **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 standard 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.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **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 City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, 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.
14. **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, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) 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 Director of Procurement Services. 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 City.

15. **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.
16. **Payment**
  - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
  - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. 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 his 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. The City of Hollywood 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 he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City 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 City 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 Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost 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 City. 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.
24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, 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, color, sex or National origin, 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 for 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 further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

27. **Local Preference:** Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
28. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
29. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



**BID FORM  
CITY OF HOLLYWOOD, FLORIDA**

**“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”**

**Special Instructions to Bidders (In addition to General Conditions)**

**SUBMISSION OF FORMAL 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. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**CITY-WIDE GROUNDS MAINTENANCE:**

**A. GENERAL CONDITIONS:**

The City of Hollywood is seeking bids to establish a contract to supply all labor, equipment and materials to maintain designated roadway medians, swales, gateways, parks, lots, and other facilities within the City limits. The term of this contract shall be for a period of three (3) years beginning upon date of award or expiration of current contract, whichever is later. The City may renew this contract for two (2) additional two (2) year periods subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

The intent of this work is to provide services to the designated areas so that they will be maintained to a superior level such that they are viewed by the public as the best maintained in the area. This is the standard required of all Contractors.

The contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood.

**TERMINATION:**

The City reserves the right to terminate the agreement with or without cause.

**NOTE:** The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

**PENALTY CLAUSE:** Failure to perform proper work as required on the Zone Completion Form, Attachment B and to correct such failure within 24 hours after being notified by the City in writing or in an email will result in the City completing the attached Vendor Performance Form, Attachment "A" which constitutes non-performance will result in non-payment until work has been performed per the bid specifications. Poor Vendor Performance may result in termination of contract. **If the vendor, after notice, fails to comply with the terms of the contract, the City may have the defective work corrected by another vendor and the vendor will be liable for all expenses incurred.** Such action by the City shall not relieve the vendor of further responsibilities.

## **B. CONTACTS:**

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223 or Linda Silvey, Budget and Procurement Technician at 954-921-3200, or Joel Wasserman, Director, Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Manager, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org). **Questions are due no later than 5:00 P.M., March 6, 2014.**

## **C. SITE VISIT:**

**Vendors are encouraged to attend a Site Visit at the Hollywood Public Works Department, 1600 South Park Road, Hollywood, Florida, 33021, at 9:00am, February 27, 2014.** The purpose of this site visit is to allow the City of Hollywood the opportunity to identify the service location zones in this Invitation to Bid. Due to the importance of the bidders having a clear understanding of the City's service location zones, attendance on this site visit is recommended.

Public Works will transport all attending vendors to the City's service location zones. Interested vendors **must register in advance** to participate in the site visit tour by calling Xavier Leal, Contract Compliance Coordinator at 954-967-4526, or by emailing [xleal@hollywoodfl.org](mailto:xleal@hollywoodfl.org) Monday through Friday, 7:30am to 4:00pm.

Vendors shall reserve specific service questions for the scheduled mandatory pre-bid conference meeting.

#### D. MANDATORY PRE-BID CONFERENCE:

**Vendors are required to attend the mandatory pre-bid conference at Hollywood Public Works Administration, 1600 So. Park Road, Conference Room, Hollywood, Florida 33021 at 2:00 P.M. on February 20, 2014.** The purpose of this conference is to allow the City of Hollywood the opportunity to provide clarification and respond to questions from potential bidders relative to any facet of this invitation to Bid.

To provide the City of Hollywood sufficient time to adequately prepare responses to vendor inquiries at the pre-bid conference, **it is desirable that all questions be submitted in writing** to the City of Hollywood Procurement Services, PO Box 229045 Hollywood, Florida 33022-9045. Written responses to all questions will be provided to each participant and discussed at the pre-bid conference. Written addendum will be issued, if required, as soon as possible after that conference. **Questions are due no later than 5:00 P.M., March 6, 2014.**

Due to the importance of the bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, **attendance at this conference is mandatory.**

#### E. COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the initial term of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. An increase equal to the lesser of 3% or the latest yearly percentage increase of the All Urban Consumers (CPI-U) Miami-Fort Lauderdale, FL (All Items), as published by the bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

#### F. VENDOR QUALIFICATIONS:

1. The City is seeking a qualified contractor capable of implementing an aggressive inspection and landscape/grounds maintenance program with attention to detail. Contractor shall possess and be able to demonstrate the ability to detect and correct any potential maintenance problems prior to their becoming readily apparent. The intent of this work is to provide services to the designated areas so that they will be maintained to a superior level such that they are viewed by the public as the best maintained in the area. This is the standard required of all Contractors.



2. Contractors are required to submit as an addendum to their bid, a statement of work experience, pesticide/herbicide license, MOT certification, Broward County Tree Trimmer Class B Certification for every employee trimming trees, number of personnel employed, inventory of existing equipment and at least three (3) references of current contracts with similar size, service type, and scope of work, to include phone numbers, contact persons, emails and/or fax numbers. Bidder must demonstrate an adequate number of employees and equipment to satisfactorily perform landscape maintenance to the zones awarded, including, but not limited to instances of stolen equipment, so that normal operations can continue as scheduled. Bidder shall provide information only as it relates to work specified in this contract.
3. The contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods standard in the industry. Note that the Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract. The Contractor shall employ personnel competent to perform the work specified herein. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable. Non-uniform clothing will not be permitted, including for new employees. FDOT approved Safety vests must be worn at all times. Employees must be able to show proper identification at all times. Employees and Supervisors must be able to read, comprehend, and speak English in order to communicate effectively with the City staff and with others. A Supervisor will be onsite at all times and will be able to manage all facets of the landscape services for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the Public Works Director or his/her designee. The Supervisor shall use his experience and training to prevent, detect, and control adverse conditions by physically inspecting the landscape and property and communicating with the City's designee.
4. No work shall be done before 7:00 A.M. or after 7:00 P.M (or sundown), or on Sundays, as per City Ordinance 21-49 Section 6. No work shall be performed after sunset. Contractor shall not perform work on holidays or when the City offices are closed unless prior approval is granted by the City. Work shall not be performed in the Downtown or Beach business districts before 7:00 A.M. or after 11:30 A.M.
5. FDOT approved safety vests shall be worn at all times. Proper safety signage, such as Work Zone Ahead "Workers Ahead", cones, flagperson or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Design Standards and US Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Safety equipment, such as safety goggles, ear

protection, gloves, etc. shall be provided and utilized as appropriate. All personnel performing maintenance of traffic activities shall possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations and be familiar with moving MOT procedures accordingly and follow these procedures at all times.

6. Any damage to the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City of Hollywood. Failure to restore said property within three (3) working days following written notification will result in a deduction from the next invoice of all expenses incurred by the City for the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.
7. Contractor vehicles shall not be parked on medians or swales at any time during maintenance service. Any damage to the irrigation system caused by the Contractor's vehicles or equipment shall immediately be reported to the City's Designee, who will contact the Irrigation Supervisor if needed. Contractor will make the repair or will pay all expenses incurred by the City for repair.
8. Vendor shall report verification of all service via Zone Completion Form, 'Attachment B' by email to the Public Works Office at [ROWmaintenance@hollywoodfl.org](mailto:ROWmaintenance@hollywoodfl.org) no later than 9:00 A.M. the day following completion of the work. The Contractor shall be available by telephone during the hours of 8:00 A.M. to 5:00 P.M. Monday through Saturday, to discuss field observations, problems, or other matters pertaining to the contract. At the request of the Director of Public Works or his/her designee, Contractor shall meet to discuss performance from time to time. The Director of Public Works, or designee, shall be the liaison between the Contractor and the City regarding the adherence to specifications as outlined.

**G. LOCATION OF WORK:**

1. There are ten (10) zones of work being advertised. Please see the attached pricing sheets for the itemized list. Pricing pages are to be awarded individually, in a group, or in whole, whichever is in the best interest of the City.
2. By submitting a bid, the Contractor acknowledges that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to remove specific areas on a temporary or permanent basis, as may be required. This removal will reduce the invoice amount by the amount indicated for this specific location on the next invoice submitted for payment. City may add locations or delete locations whereby the cost of service shall be calculated based upon the indicated bid price for that zone. All City facilities, parks, and lots include the swale areas for maintenance.

It is the individual responsibility of each Contractor to visit the sites/areas on which you tender a Bid. Should you have further questions on site locations, please view the pricing pages. Bidders must attend the mandatory pre-bid conference in order to submit a bid and for clarification.

#### **H. EQUIPMENT:**

1. Contractor shall submit an inventory list of all equipment to be used for this work. City reserves the right to inspect and reject any or all equipment that will be used in the City. Bidder must demonstrate an adequate number of employees and equipment to satisfactorily perform landscape maintenance to the zones awarded, including, but not limited to cases of stolen/lost equipment, so that normal operations can continue as scheduled. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Hollywood. The Contractor shall be responsible and liable for injury to persons or damage to property caused by the operation of the equipment.

#### **I. SCHEDULE**

1. Contractor shall provide a monthly schedule of all services no later than the last week of the preceding month. Any deviations to the schedule must have prior approval by the City five days in advance. Service schedule shall be set by the Director of Public Works or his/her designee resulting in approximately twenty-three services annually.

**The City reserves the right to adjust the frequency for any site or area for the life of the contract. The City will notify the contractor in writing or email of any frequency or schedule change a minimum of twenty-four (24) hours in advance.**

**Work in the Downtown area and the Beach area is subject to scheduling restrictions to accommodate the businesses. No work is to be done before 7:00 a.m. or after 11:30 a.m., as directed by the City's designee.**

**Most properties will be mowed once every 15 days for 23 service cuts per year. Other locations will be serviced at a different frequency as noted on the pricing pages.**

#### **J. SCOPE OF WORK:**

1. Contractor shall maintain the contractually covered grassy and landscaped areas, at the frequency rate prescribed, with conventional production style mowing and lawn maintenance equipment.



2. Maintenance as defined for bid purposes shall include: Delittering, mowing, edging, hedge trimming, selective tree trimming up to a 10 foot clearance, raking, sweeping, weeding to maintain a weed free condition, weedeating, herbiciding and other related duties as outlined herein.
3. Upon arriving at a jobsite, the Contractor shall immediately survey the area to remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, cigarette butts and other debris from all areas of responsibility including any playgrounds, pavers, sidewalks, curblines, and catch basins. **Contractor shall haul and legally dispose of all such material at his own expense unless otherwise indicated herein.** All debris removed from the City shall be disposed of at an EPA and State of Florida approved dumping site at the contractor's expense.
4. **Mowing** shall be done to a height of three (3) inches unless otherwise specified by the Director of Public Works or his/her designee. All mowed areas are to be cut with a rotary type mower with sharp blades. Mowing patterns shall be changed frequently to avoid wear. Grass clippings left on site must be raked, bagged and removed so as not to leave evidence of clumps. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes, storm drains, or pedestrian areas. When pedestrians are nearby, blowers shall be turned off until the pedestrian passes and the blower can then be turned on again.  
Grass shall not be cut within fourteen (14) days of the previous cut unless approved by the City. Mowing shall not be done when weather conditions will result in damaged turf. Ruts caused by mowing when ground is too soft shall be repaired by the Contractor within 24 hours.
5. **Edging** shall be done along sidewalks, walkways, asphalt paths, and road edges with a gas-operated edger, not a weedeater, during each site visit. Grass shall also be edged where it encroaches upon the street from the swale or other areas back to the road edge so as to clearly and evenly expose the road edge markings. Turf will be mechanically edged around all tree rings in lawn areas and approximately ten inches out from the drip line of shrubs and hedges. Edged material shall be swept and collected for proper disposal. Edger must have a protective shield on at all times.
6. The contractor shall trim all hedges and shrubs during each site visit. Separation of various species shall be maintained as well as 24 inches of clearance of shrubs away from tree/palm rings. The Public Works Director or his/her designee shall determine the desirable maximum height of shrubs and hedges based on the location along a right-of-way or at a facility, and shall determine whether shrub groupings shall be maintained by selectively trimming or by shearing. Sheared hedges shall be trimmed to a uniform height and trimmed with a slightly wider width at the base to allow even sunlight penetration. Shrubs shall be selectively trimmed to achieve a natural appearance and to achieve maximum bloom. All shrubs shall be maintained four inches behind the curb and not allowed to extend past the back of the curb.

7. All plant material shall be trimmed to eliminate any possible sight obstructions for vehicular traffic. Trees shall be trimmed according to ANSI A300 Standards. Flush cuts and stub cuts are prohibited. Tree trimming will be required in areas where limbs can be reached from ground level and up to 10 feet high. Trees should be trimmed in a manner to allow pedestrian access, a minimum of ten (10) feet of clearance. The contractor shall be required to trim overgrowth where it obstructs or restricts the sight distance view of vehicles, e.g., limbs branching into the roadway from the median. All trees shall be trimmed of dead, dying, diseased branches and sucker growth. In playground areas, branches shall be trimmed to a minimum clearance of seven (7) feet from playground equipment. Dead and low hanging palm fronds extending to within ten (10) feet of ground shall be properly cut at the trunk and removed at each service interval. Contractor shall disinfect trimming equipment as per ANSI specifications. On trees known to be diseased, disinfect tools after each cut and between trees. The employee performing tree trimming must possess a Class B Tree Trimmer's license or better as required by Broward County..

Contractor shall also be responsible for removing limbs from the roadway during the maintenance operation that emanate from areas under contract. The contractor shall be alert to remove traffic hazards or unsafe conditions caused by tree limb obstruction during each site visit.

8. **Raking** of leaves shall be performed over all areas serviced to maintain a neat appearance and include fine-raking under all trees, shrubs, planter beds, landscape areas and open grassy areas where leaves accumulate. Pathways, sidewalks, and curb areas shall be blown clean or swept prior to leaving the site.
9. **Weed control** shall be done to maintain a weed free condition. All turf, planting beds and tree rings shall be maintained in a weed free condition. Weeding shall include but not be limited to ornamental beds, tree rings, base of shrubbery, hedges, sidewalks, curblines, fence lines, sidewalk cracks, playgrounds, irrigation equipment fenced enclosure areas, or any other areas where weeds exist. Weeds shall be manually pulled when necessary during each site visit to prevent an unsightly appearance caused by their presence. The use of herbicides must be approved by the Director of Public Works or his/her designee. The use of a dyes is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, sidewalks, or pavers. Herbicides shall only be used to control new growth of weeds no more than two (2) inches in height. The contractor shall manually pull all visible weeds taller than two (2) inches; herbicides are not to be used as a continual maintenance service. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Each applicator must be licensed and may not supervise other applicators. Herbicides may be used only with prior approval by the City's designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. The contractor shall be responsible for replacing

all damaged foliage caused by the use of herbicides at no cost to the City. **The Florida Certified Pesticide Applicator license holder MUST be the applicator of pesticides or herbicides. Acceptable licenses are the Department of Agriculture and Consumer Services Florida Limited Commercial Maintenance License Certification or the Bureau of Entomology and Pest Control Commercial Landscape Maintenance license.**

Florida Department of Environmental Protection will be requiring Best Management Practice Certification for fertilizer application in 2014. Contractor must be in compliance with this FDEP certification when required.

10. **Weed eating** shall be done around all fixed objects exposed in the turf to include but not limited to irrigation heads, trees, poles/posts, or other fixtures commonly found in such settings. Weed eating shall be done with string trimmer. When using a string trimmer, weed eating shall be done so that tree trunks are not damaged. Any damage to tree trunks will be cause for Contractor to replace the tree. Weedeating should leave grass at the same height as the mowed, adjacent turf. Trimmings from weedeating must be removed.
11. All grass clippings, vegetative trimmings and overburden existing on or derived from the operation shall be blown from street and walk areas on the day the maintenance is performed, and if necessary to maintain a superior appearance shall be bagged and removed from the site. Debris is not to be blown into the street or onto a pedestrian pathway. The contractor shall at their own expense, remove and properly dispose of all waste, materials, i.e., cans, bottles, paper, resulting from the operation. Where recycling containers are present on site, contractor shall deposit aluminum cans and glass into appropriate containers.
12. Evidence of turf insects shall be brought to the attention of the Director of Public Works or his/her designee. The City may ask the contractor to apply chemicals to control and/or kill pests as needed. Quick kill ant bait shall be supplied by the Contractor and applied at every service as needed. The Contractor shall maintain an approved pesticide license for the duration of this contract. The use of chemicals must be approved by the Director of Public Works or his/her designee.
13. The contractor shall be responsible for notifying the Director of Public Works or her designee of any sprinkler system malfunctions, as evidenced through brown patches, broken parts, missing heads, or washed out areas.
14. The contractor shall inform the City's designee of any immediate safety hazards or vandalism (including graffiti or theft of plant material) upon discovery in the field. The Contractor shall contact the City's designee to supply barricades where hazards exist to safeguard the area until the City can correct the situation. The contractor shall fill any holes found constituting a hazard.
15. The Contractor shall notify the Director of Public Works or his/her designee, regarding all plant materials damaged by weather or traffic accidents.



16. The Contractor shall respond to all City emergency calls within twenty-four (24) hours after being notified. During emergencies declared as natural disasters, the Contractor must respond within eight (8) hours after being notified by the City.
17. The Contractor will give the City an hourly labor rate for his/her Bid locations for additional services. The City reserves the right to seek other sources for the provision of these services.

#### **K. CHEMICAL PEST CONTROL**

All chemicals, other than herbicide and ant bait which shall be supplied by the Contractor, shall be supplied by the City. Contractor shall pick up the chemicals from the City's Public Works Yard location or from the City's designated vendor. Upon request, the Contractor shall handle and apply chemicals. Contractor shall mix and apply the chemicals in accordance with the manufacturer's recommendations. The use of a dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, sidewalks, or pavers. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator. A current Florida Certified Pesticide Applicator License copy must be submitted to the City with your bid response. The minimum license required is the Florida Limited Commercial Maintenance license. See Section 9 Weed Control for licensing requirements.

A listing of proposed chemicals to include commercial name, application amounts and type of usage shall be submitted for approval at the beginning of the contract. All proposed chemicals must be approved by the Florida Department of Agriculture. Records shall be kept and retained, as prescribed by law for the use of all pesticide operations including but not limited to date, time, method of application, chemical formulation, applicator's name and weather conditions. Copies of all records shall be submitted to the Public Works Director or designee upon completion of each application. Any and all soil, sod, plants contaminated by chemical use will immediately be removed and replaced at the Contractor's expense. **NO WORK SHALL BEGIN UNTIL WRITTEN APPROVAL OF CHEMICAL USE HAS BEEN OBTAINED FROM THE PUBLIC WORKS DIRECTOR OR DESIGNEE.**

#### **L. SAFETY INSPECTION:**

The contractor shall complete a Grounds and Landscape Maintenance Checklist (Attachment C) at each service of all properties. Inspection items shall include but not be limited to damaged fencing and sidewalks, graffiti, holes in the turf and around sprinklers, malfunctioning water fountain, illegible signs, broken benches and playground equipment, as well as dead trees and plants. The Grounds and Landscape Maintenance Checklist (Attachment C) shall be submitted after every service no later than 9:00 a.m. the following day.

**M. FERTILIZATION (OPTIONAL):**

Fertilization shall comply with ANSI-A300, Part 2 Fertilization Standards. Contractor shall, at the request of the Director of Public Works or his/her designee, apply fertilizer to all grass areas, shrubs and ground covers. Fertilizer shall be supplied by the City and shall be applied by the Contractor as per manufacturer's instructions and rate. Contractor shall provide a labor cost per bag on the pricing page, and shall pick up the fertilizer from the City's Public Works Yard location or from our designated vendor.

Fertilizer shall be evenly distributed under the foliage and not to exceed one and one half times the area of the foliage. Fertilizer shall not be applied around the stems of the shrubs or groundcovers. All fertilizer shall be removed from the branches and leaves of plant material. All fertilized areas must be thoroughly watered following fertilization. Fertilization shall be performed at the City's request only.

**N. MULCHING (OPTIONAL):**

Contractor shall, at the request of the Director of Public Works or his/her designee, apply mulch as directed. The City shall supply bulk or bagged mulch at the Public Works Yard location or designated vendor. The Contractor shall have proper equipment to load and unload mulch at the City-wide sites. Contractor shall provide a labor cost per cubic yard applied on the pricing page. Mulch shall be uniformly distributed at a minimum depth of three (3) inches to a maximum depth of four (4) inches around all trees and shrubs within the maintenance area. Contractor shall maintain a two (2) foot diameter mulch area for each inch of trunk diameter. Mulch shall extend outward for a minimum of one (1) to a maximum of two (2) feet from all shrubs. A four (4) inch band, free of mulch, shall be maintained around the tree trunks. Mulch shall be pulled back from the base of shrubs and groundcovers, valve boxes, and other irrigation components, and lighting. All mulch shall be removed from the branches and leaves of plant material. Mulching shall be performed only at the City's request.

**O. PAYMENT:**

1. Payment for work shall be authorized upon successful completion of all appropriate work as indicated previously herein. The contractor is to notify the Public Works office by 9:00 A.M. the following work day reporting work areas completed to the contract specifications and standards by having an authorized officer sign and submit via e-mail, a completed Zone Completion Form, Attachment "B" indicating that all work has been inspected and is ready for the City Contract Compliance Coordinator to verify. The City shall inspect the maintenance zone indicated within 48 hours. If the Contractor's performance does not show completion of maintenance items to City specifications and standards, the City shall request corrective action to be taken within 24 hours or be subject to the terms and conditions in Section A, Termination.

Verification of completion of corrective action shall be emailed to Public Works within twenty-four (24) hours following City's request. Thereafter in the event that an area has not been maintained to the specifications herein,

the City may provide or obtain the required services and hold the Contractor responsible for any costs incurred. **A zone invoice will not be paid until all areas are completed to specifications and standards.**

2. Any additional work requested outside the scope of work shall be charged at the hourly rate. The Contractor will be given at least twenty-four (24) hours notice prior to a call for additional services. Any additional services must be requested by the City. Charges for additional service must be agreed upon prior to completion.
4. All invoices must be originals and signed by the Contractor's designee.

**P. PLANT REPLACEMENT:**

Contractor shall replace, at no cost to the City, any plant material damaged due to improper maintenance or neglect including, but not limited to improper trimming, fertilization or chemical application. Weed eater damage on trees will be cause for the Contractor to replace the tree. The Contractor should inspect zones for damage upon award to alert the City for existing damage. Plant material requiring replacement due to circumstances beyond the Contractor's control, i.e. traffic accidents, foot traffic, etc. shall be replaced at the established labor rate plus the "pass-through" cost of the plant material. Replacement shall include removal and disposal of damaged plants and all required bed preparation for the new plants. All replacement plant material shall be of the appropriate species, size, and quality. Contractor shall receive authorization from the Director of Public Works or his/her designee prior to commencement of plant installation or replacement. City reserves the right to utilize other contractors for plant replacement and installation in any area of the City.

**Q. PAVERS:**

Contractor shall report all damaged or discolored pavers within the service area. Contractor shall be responsible for herbicide application for weed control to all pavers within or abutting all service areas.

**R. INSURANCE REQUIREMENTS:**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. **Commercial General Liability Insurance naming the City of Hollywood AND Florida Department of Transportation (FDOT) as an additional insured** with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000



**"Pricing Pages"****NOTE:****Please provide the following:**

- Cost Per Service for All Service Locations
- Total Annual Cost for Each Service Location
- Total Bid for Zone Per Service
- Total Bid for Zone Annual Cost

**Prices must be stated in units to quantity specified in the bid specifications. (For further clarification, please see "Section V: BASIS OF AWARD". No spaces are to be left blank, but should be marked as follows:**

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

**ALL SQUARE FOOTAGE MEASUREMENTS ARE ESTIMATED AND APPROXIMATE AND SHOULD BE VERIFIED BY BIDDER**



## NOTICE TO ALL BIDDERS AND PROPOSERS

### Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

## CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **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 standard 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.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **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 City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, 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.
14. **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, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) 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 Director of Procurement Services. 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 City.

15. **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.
16. **Payment**
  - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
  - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. 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 his 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. The City of Hollywood 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 he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City 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 City 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 Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost 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 City. 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.
24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, 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, color, sex or National origin, 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 for 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 further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

27. **Local Preference:** Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
28. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
29. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**BID FORM  
CITY OF HOLLYWOOD, FLORIDA**

**“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”**

**Special Instructions to Bidders (In addition to General Conditions)**

**SUBMISSION OF FORMAL 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. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**CITY-WIDE GROUNDS MAINTENANCE:**

**A. GENERAL CONDITIONS:**

The City of Hollywood is seeking bids to establish a contract to supply all labor, equipment and materials to maintain designated roadway medians, swales, gateways, parks, lots, and other facilities within the City limits. The term of this contract shall be for a period of three (3) years beginning upon date of award or expiration of current contract, whichever is later. The City may renew this contract for two (2) additional two (2) year periods subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

The intent of this work is to provide services to the designated areas so that they will be maintained to a superior level such that they are viewed by the public as the best maintained in the area. This is the standard required of all Contractors.

The contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood.

**TERMINATION:**

The City reserves the right to terminate the agreement with or without cause.

**NOTE:** The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.



**PENALTY CLAUSE:** Failure to perform proper work as required on the Zone Completion Form, Attachment B and to correct such failure within 24 hours after being notified by the City in writing or in an email will result in the City completing the attached Vendor Performance Form, Attachment "A" which constitutes non-performance will result in non-payment until work has been performed per the bid specifications. Poor Vendor Performance may result in termination of contract. **If the vendor, after notice, fails to comply with the terms of the contract, the City may have the defective work corrected by another vendor and the vendor will be liable for all expenses incurred.** Such action by the City shall not relieve the vendor of further responsibilities.

## **B. CONTACTS:**

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223 or Linda Silvey, Budget and Procurement Technician at 954-921-3200, or Joel Wasserman, Director, Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Manager, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org) . **Questions are due no later than 5:00 P.M., March 6, 2014.**

## **C. SITE VISIT:**

**Vendors are encouraged to attend a Site Visit at the Hollywood Public Works Department, 1600 South Park Road, Hollywood, Florida, 33021, at 9:00am, February 27, 2014.** The purpose of this site visit is to allow the City of Hollywood the opportunity to identify the service location zones in this Invitation to Bid. Due to the importance of the bidders having a clear understanding of the City's service location zones, attendance on this site visit is recommended.

Public Works will transport all attending vendors to the City's service location zones. Interested vendors **must register in advance** to participate in the site visit tour by calling Xavier Leal, Contract Compliance Coordinator at 954-967-4526, or by emailing [xleal@hollywoodfl.org](mailto:xleal@hollywoodfl.org) Monday through Friday, 7:30am to 4:00pm.

Vendors shall reserve specific service questions for the scheduled mandatory pre-bid conference meeting.

#### D. MANDATORY PRE-BID CONFERENCE:

**Vendors are required to attend the mandatory pre-bid conference** at Hollywood Public Works Administration, 1600 So. Park Road, Conference Room, Hollywood, Florida 33021 at 2:00 P.M. on February 20, 2014. The purpose of this conference is to allow the City of Hollywood the opportunity to provide clarification and respond to questions from potential bidders relative to any facet of this invitation to Bid.

To provide the City of Hollywood sufficient time to adequately prepare responses to vendor inquiries at the pre-bid conference, **it is desirable that all questions be submitted in writing** to the City of Hollywood Procurement Services, PO Box 229045 Hollywood, Florida 33022-9045. Written responses to all questions will be provided to each participant and discussed at the pre-bid conference. Written addendum will be issued, if required, as soon as possible after that conference. **Questions are due no later than 5:00 P.M., March 6, 2014.**

Due to the importance of the bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, **attendance at this conference is mandatory.**

#### E. COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the initial term of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. An increase equal to the lesser of 3% or the latest yearly percentage increase of the All Urban Consumers (CPI-U) Miami-Fort Lauderdale, FL (All Items), as published by the bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

#### F. VENDOR QUALIFICATIONS:

1. The City is seeking a qualified contractor capable of implementing an aggressive inspection and landscape/grounds maintenance program with attention to detail. Contractor shall possess and be able to demonstrate the ability to detect and correct any potential maintenance problems prior to their becoming readily apparent. The intent of this work is to provide services to the designated areas so that they will be maintained to a superior level such that they are viewed by the public as the best maintained in the area. This is the standard required of all Contractors.

2. Contractors are required to submit as an addendum to their bid, a statement of work experience, pesticide/herbicide license, MOT certification, Broward County Tree Trimmer Class B Certification for every employee trimming trees, number of personnel employed, inventory of existing equipment and at least three (3) references of current contracts with similar size, service type, and scope of work, to include phone numbers, contact persons, emails and/or fax numbers. Bidder must demonstrate an adequate number of employees and equipment to satisfactorily perform landscape maintenance to the zones awarded, including, but not limited to instances of stolen equipment, so that normal operations can continue as scheduled. Bidder shall provide information only as it relates to work specified in this contract.
3. The contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods standard in the industry. Note that the Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract. The Contractor shall employ personnel competent to perform the work specified herein. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable. Non-uniform clothing will not be permitted, including for new employees. FDOT approved Safety vests must be worn at all times. Employees must be able to show proper identification at all times. Employees and Supervisors must be able to read, comprehend, and speak English in order to communicate effectively with the City staff and with others. A Supervisor will be onsite at all times and will be able to manage all facets of the landscape services for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the Public Works Director or his/her designee. The Supervisor shall use his experience and training to prevent, detect, and control adverse conditions by physically inspecting the landscape and property and communicating with the City's designee.
4. No work shall be done before 7:00 A.M. or after 7:00 P.M (or sundown), or on Sundays, as per City Ordinance 21-49 Section 6. No work shall be performed after sunset. Contractor shall not perform work on holidays or when the City offices are closed unless prior approval is granted by the City. Work shall not be performed in the Downtown or Beach business districts before 7:00 A.M. or after 11:30 A.M.
5. FDOT approved safety vests shall be worn at all times. Proper safety signage, such as Work Zone Ahead "Workers Ahead", cones, flagperson or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Design Standards and US Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Safety equipment, such as safety goggles, ear



protection, gloves, etc. shall be provided and utilized as appropriate. All personnel performing maintenance of traffic activities shall possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations and be familiar with moving MOT procedures accordingly and follow these procedures at all times.

6. Any damage to the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City of Hollywood. Failure to restore said property within three (3) working days following written notification will result in a deduction from the next invoice of all expenses incurred by the City for the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.
7. Contractor vehicles shall not be parked on medians or swales at any time during maintenance service. Any damage to the irrigation system caused by the Contractor's vehicles or equipment shall immediately be reported to the City's Designee, who will contact the Irrigation Supervisor if needed. Contractor will make the repair or will pay all expenses incurred by the City for repair.
8. Vendor shall report verification of all service via Zone Completion Form, 'Attachment B' by email to the Public Works Office at [ROWmaintenance@hollywoodfl.org](mailto:ROWmaintenance@hollywoodfl.org) no later than 9:00 A.M. the day following completion of the work. The Contractor shall be available by telephone during the hours of 8:00 A.M. to 5:00 P.M. Monday through Saturday, to discuss field observations, problems, or other matters pertaining to the contract. At the request of the Director of Public Works or his/her designee, Contractor shall meet to discuss performance from time to time. The Director of Public Works, or designee, shall be the liaison between the Contractor and the City regarding the adherence to specifications as outlined.

**G. LOCATION OF WORK:**

1. There are ten (10) zones of work being advertised. Please see the attached pricing sheets for the itemized list. Pricing pages are to be awarded individually, in a group, or in whole, whichever is in the best interest of the City.
2. By submitting a bid, the Contractor acknowledges that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to remove specific areas on a temporary or permanent basis, as may be required. This removal will reduce the invoice amount by the amount indicated for this specific location on the next invoice submitted for payment. City may add locations or delete locations whereby the cost of service shall be calculated based upon the indicated bid price for that zone. All City facilities, parks, and lots include the swale areas for maintenance.

It is the individual responsibility of each Contractor to visit the sites/areas on which you tender a Bid. Should you have further questions on site locations, please view the pricing pages. Bidders must attend the mandatory pre-bid conference in order to submit a bid and for clarification.

#### **H. EQUIPMENT:**

1. Contractor shall submit an inventory list of all equipment to be used for this work. City reserves the right to inspect and reject any or all equipment that will be used in the City. Bidder must demonstrate an adequate number of employees and equipment to satisfactorily perform landscape maintenance to the zones awarded, including, but not limited to cases of stolen/lost equipment, so that normal operations can continue as scheduled. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Hollywood. The Contractor shall be responsible and liable for injury to persons or damage to property caused by the operation of the equipment.

#### **I. SCHEDULE**

1. Contractor shall provide a monthly schedule of all services no later than the last week of the preceding month. Any deviations to the schedule must have prior approval by the City five days in advance. Service schedule shall be set by the Director of Public Works or his/her designee resulting in approximately twenty-three services annually.

**The City reserves the right to adjust the frequency for any site or area for the life of the contract. The City will notify the contractor in writing or email of any frequency or schedule change a minimum of twenty-four (24) hours in advance.**

**Work in the Downtown area and the Beach area is subject to scheduling restrictions to accommodate the businesses. No work is to be done before 7:00 a.m. or after 11:30 a.m., as directed by the City's designee.**

**Most properties will be mowed once every 15 days for 23 service cuts per year. Other locations will be serviced at a different frequency as noted on the pricing pages.**

#### **J. SCOPE OF WORK:**

1. Contractor shall maintain the contractually covered grassy and landscaped areas, at the frequency rate prescribed, with conventional production style mowing and lawn maintenance equipment.

2. Maintenance as defined for bid purposes shall include: Delittering, mowing, edging, hedge trimming, selective tree trimming up to a 10 foot clearance, raking, sweeping, weeding to maintain a weed free condition, weedeating, herbiciding and other related duties as outlined herein.
3. Upon arriving at a jobsite, the Contractor shall immediately survey the area to remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, cigarette butts and other debris from all areas of responsibility including any playgrounds, pavers, sidewalks, curblines, and catch basins. **Contractor shall haul and legally dispose of all such material at his own expense unless otherwise indicated herein.** All debris removed from the City shall be disposed of at an EPA and State of Florida approved dumping site at the contractor's expense.
4. **Mowing** shall be done to a height of three (3) inches unless otherwise specified by the Director of Public Works or his/her designee. All mowed areas are to be cut with a rotary type mower with sharp blades. Mowing patterns shall be changed frequently to avoid wear. Grass clippings left on site must be raked, bagged and removed so as not to leave evidence of clumps. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes, storm drains, or pedestrian areas. When pedestrians are nearby, blowers shall be turned off until the pedestrian passes and the blower can then be turned on again.  
Grass shall not be cut within fourteen (14) days of the previous cut unless approved by the City. Mowing shall not be done when weather conditions will result in damaged turf. Ruts caused by mowing when ground is too soft shall be repaired by the Contractor within 24 hours.
5. **Edging** shall be done along sidewalks, walkways, asphalt paths, and road edges with a gas-operated edger, not a weedeater, during each site visit. Grass shall also be edged where it encroaches upon the street from the swale or other areas back to the road edge so as to clearly and evenly expose the road edge markings. Turf will be mechanically edged around all tree rings in lawn areas and approximately ten inches out from the drip line of shrubs and hedges. Edged material shall be swept and collected for proper disposal. Edger must have a protective shield on at all times.
6. The contractor shall trim all hedges and shrubs during each site visit. Separation of various species shall be maintained as well as 24 inches of clearance of shrubs away from tree/palm rings. The Public Works Director or his/her designee shall determine the desirable maximum height of shrubs and hedges based on the location along a right-of-way or at a facility, and shall determine whether shrub groupings shall be maintained by selectively trimming or by shearing. Sheared hedges shall be trimmed to a uniform height and trimmed with a slightly wider width at the base to allow even sunlight penetration. Shrubs shall be selectively trimmed to achieve a natural appearance and to achieve maximum bloom. All shrubs shall be maintained four inches behind the curb and not allowed to extend past the back of the curb.



7. All plant material shall be trimmed to eliminate any possible sight obstructions for vehicular traffic. Trees shall be trimmed according to ANSI A300 Standards. Flush cuts and stub cuts are prohibited. Tree trimming will be required in areas where limbs can be reached from ground level and up to 10 feet high. Trees should be trimmed in a manner to allow pedestrian access, a minimum of ten (10) feet of clearance. The contractor shall be required to trim overgrowth where it obstructs or restricts the sight distance view of vehicles, e.g., limbs branching into the roadway from the median. All trees shall be trimmed of dead, dying, diseased branches and sucker growth. In playground areas, branches shall be trimmed to a minimum clearance of seven (7) feet from playground equipment. Dead and low hanging palm fronds extending to within ten (10) feet of ground shall be properly cut at the trunk and removed at each service interval. Contractor shall disinfect trimming equipment as per ANSI specifications. On trees known to be diseased, disinfect tools after each cut and between trees. The employee performing tree trimming must possess a Class B Tree Trimmer's license or better as required by Broward County..

Contractor shall also be responsible for removing limbs from the roadway during the maintenance operation that emanate from areas under contract. The contractor shall be alert to remove traffic hazards or unsafe conditions caused by tree limb obstruction during each site visit.

8. **Raking** of leaves shall be performed over all areas serviced to maintain a neat appearance and include fine-raking under all trees, shrubs, planter beds, landscape areas and open grassy areas where leaves accumulate. Pathways, sidewalks, and curb areas shall be blown clean or swept prior to leaving the site.
9. **Weed control** shall be done to maintain a weed free condition. All turf, planting beds and tree rings shall be maintained in a weed free condition. Weeding shall include but not be limited to ornamental beds, tree rings, base of shrubbery, hedges, sidewalks, curblines, fence lines, sidewalk cracks, playgrounds, irrigation equipment fenced enclosure areas, or any other areas where weeds exist. Weeds shall be manually pulled when necessary during each site visit to prevent an unsightly appearance caused by their presence. The use of herbicides must be approved by the Director of Public Works or his/her designee. The use of a dyes is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, sidewalks, or pavers. Herbicides shall only be used to control new growth of weeds no more than two (2) inches in height. The contractor shall manually pull all visible weeds taller than two (2) inches; herbicides are not to be used as a continual maintenance service. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Each applicator must be licensed and may not supervise other applicators. Herbicides may be used only with prior approval by the City's designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. The contractor shall be responsible for replacing

all damaged foliage caused by the use of herbicides at no cost to the City. **The Florida Certified Pesticide Applicator license holder MUST be the applicator of pesticides or herbicides. Acceptable licenses are the Department of Agriculture and Consumer Services Florida Limited Commercial Maintenance License Certification or the Bureau of Entomology and Pest Control Commercial Landscape Maintenance license.**

Florida Department of Environmental Protection will be requiring Best Management Practice Certification for fertilizer application in 2014. Contractor must be in compliance with this FDEP certification when required.

10. **Weed eating** shall be done around all fixed objects exposed in the turf to include but not limited to irrigation heads, trees, poles/posts, or other fixtures commonly found in such settings. Weed eating shall be done with string trimmer. When using a string trimmer, weed eating shall be done so that tree trunks are not damaged. Any damage to tree trunks will be cause for Contractor to replace the tree. Weedeating should leave grass at the same height as the mowed, adjacent turf. Trimmings from weedeating must be removed.
11. All grass clippings, vegetative trimmings and overburden existing on or derived from the operation shall be blown from street and walk areas on the day the maintenance is performed, and if necessary to maintain a superior appearance shall be bagged and removed from the site. Debris is not to be blown into the street or onto a pedestrian pathway. The contractor shall at their own expense, remove and properly dispose of all waste, materials, i.e., cans, bottles, paper, resulting from the operation. Where recycling containers are present on site, contractor shall deposit aluminum cans and glass into appropriate containers.
12. Evidence of turf insects shall be brought to the attention of the Director of Public Works or his/her designee. The City may ask the contractor to apply chemicals to control and/or kill pests as needed. Quick kill ant bait shall be supplied by the Contractor and applied at every service as needed. The Contractor shall maintain an approved pesticide license for the duration of this contract. The use of chemicals must be approved by the Director of Public Works or his/her designee.
13. The contractor shall be responsible for notifying the Director of Public Works or her designee of any sprinkler system malfunctions, as evidenced through brown patches, broken parts, missing heads, or washed out areas.
14. The contractor shall inform the City's designee of any immediate safety hazards or vandalism (including graffiti or theft of plant material) upon discovery in the field. The Contractor shall contact the City's designee to supply barricades where hazards exist to safeguard the area until the City can correct the situation. The contractor shall fill any holes found constituting a hazard.
15. The Contractor shall notify the Director of Public Works or his/her designee, regarding all plant materials damaged by weather or traffic accidents.

16. The Contractor shall respond to all City emergency calls within twenty-four (24) hours after being notified. During emergencies declared as natural disasters, the Contractor must respond within eight (8) hours after being notified by the City.
17. The Contractor will give the City an hourly labor rate for his/her Bid locations for additional services. The City reserves the right to seek other sources for the provision of these services.

#### **K. CHEMICAL PEST CONTROL**

All chemicals, other than herbicide and ant bait which shall be supplied by the Contractor, shall be supplied by the City. Contractor shall pick up the chemicals from the City's Public Works Yard location or from the City's designated vendor. Upon request, the Contractor shall handle and apply chemicals. Contractor shall mix and apply the chemicals in accordance with the manufacturer's recommendations. The use of a dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, sidewalks, or pavers. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator. A current Florida Certified Pesticide Applicator License copy must be submitted to the City with your bid response. The minimum license required is the Florida Limited Commercial Maintenance license. See Section 9 Weed Control for licensing requirements.

A listing of proposed chemicals to include commercial name, application amounts and type of usage shall be submitted for approval at the beginning of the contract. All proposed chemicals must be approved by the Florida Department of Agriculture. Records shall be kept and retained, as prescribed by law for the use of all pesticide operations including but not limited to date, time, method of application, chemical formulation, applicator's name and weather conditions. Copies of all records shall be submitted to the Public Works Director or designee upon completion of each application. Any and all soil, sod, plants contaminated by chemical use will immediately be removed and replaced at the Contractor's expense. **NO WORK SHALL BEGIN UNTIL WRITTEN APPROVAL OF CHEMICAL USE HAS BEEN OBTAINED FROM THE PUBLIC WORKS DIRECTOR OR DESIGNEE.**

#### **L. SAFETY INSPECTION:**

The contractor shall complete a Grounds and Landscape Maintenance Checklist (Attachment C) at each service of all properties. Inspection items shall include but not be limited to damaged fencing and sidewalks, graffiti, holes in the turf and around sprinklers, malfunctioning water fountain, illegible signs, broken benches and playground equipment, as well as dead trees and plants. The Grounds and Landscape Maintenance Checklist (Attachment C) shall be submitted after every service no later than 9:00 a.m. the following day.



**M. FERTILIZATION (OPTIONAL):**

Fertilization shall comply with ANSI-A300, Part 2 Fertilization Standards. Contractor shall, at the request of the Director of Public Works or his/her designee, apply fertilizer to all grass areas, shrubs and ground covers. Fertilizer shall be supplied by the City and shall be applied by the Contractor as per manufacturer's instructions and rate. Contractor shall provide a labor cost per bag on the pricing page, and shall pick up the fertilizer from the City's Public Works Yard location or from our designated vendor.

Fertilizer shall be evenly distributed under the foliage and not to exceed one and one half times the area of the foliage. Fertilizer shall not be applied around the stems of the shrubs or groundcovers. All fertilizer shall be removed from the branches and leaves of plant material. All fertilized areas must be thoroughly watered following fertilization. Fertilization shall be performed at the City's request only.

**N. MULCHING (OPTIONAL):**

Contractor shall, at the request of the Director of Public Works or his/her designee, apply mulch as directed. The City shall supply bulk or bagged mulch at the Public Works Yard location or designated vendor. The Contractor shall have proper equipment to load and unload mulch at the City-wide sites. Contractor shall provide a labor cost per cubic yard applied on the pricing page. Mulch shall be uniformly distributed at a minimum depth of three (3) inches to a maximum depth of four (4) inches around all trees and shrubs within the maintenance area. Contractor shall maintain a two (2) foot diameter mulch area for each inch of trunk diameter. Mulch shall extend outward for a minimum of one (1) to a maximum of two (2) feet from all shrubs. A four (4) inch band, free of mulch, shall be maintained around the tree trunks. Mulch shall be pulled back from the base of shrubs and groundcovers, valve boxes, and other irrigation components, and lighting. All mulch shall be removed from the branches and leaves of plant material. Mulching shall be performed only at the City's request.

**O. PAYMENT:**

1. Payment for work shall be authorized upon successful completion of all appropriate work as indicated previously herein. The contractor is to notify the Public Works office by 9:00 A.M. the following work day reporting work areas completed to the contract specifications and standards by having an authorized officer sign and submit via e-mail, a completed Zone Completion Form, Attachment "B" indicating that all work has been inspected and is ready for the City Contract Compliance Coordinator to verify. The City shall inspect the maintenance zone indicated within 48 hours. If the Contractor's performance does not show completion of maintenance items to City specifications and standards, the City shall request corrective action to be taken within 24 hours or be subject to the terms and conditions in Section A, Termination.

Verification of completion of corrective action shall be emailed to Public Works within twenty-four (24) hours following City's request. Thereafter in the event that an area has not been maintained to the specifications herein,

the City may provide or obtain the required services and hold the Contractor responsible for any costs incurred. **A zone invoice will not be paid until all areas are completed to specifications and standards.**

2. Any additional work requested outside the scope of work shall be charged at the hourly rate. The Contractor will be given at least twenty-four (24) hours notice prior to a call for additional services. Any additional services must be requested by the City. Charges for additional service must be agreed upon prior to completion.
4. All invoices must be originals and signed by the Contractor's designee.

**P. PLANT REPLACEMENT:**

Contractor shall replace, at no cost to the City, any plant material damaged due to improper maintenance or neglect including, but not limited to improper trimming, fertilization or chemical application. Weed eater damage on trees will be cause for the Contractor to replace the tree. The Contractor should inspect zones for damage upon award to alert the City for existing damage. Plant material requiring replacement due to circumstances beyond the Contractor's control, i.e. traffic accidents, foot traffic, etc. shall be replaced at the established labor rate plus the "pass-through" cost of the plant material. Replacement shall include removal and disposal of damaged plants and all required bed preparation for the new plants. All replacement plant material shall be of the appropriate species, size, and quality. Contractor shall receive authorization from the Director of Public Works or his/her designee prior to commencement of plant installation or replacement. City reserves the right to utilize other contractors for plant replacement and installation in any area of the City.

**Q. PAVERS:**

Contractor shall report all damaged or discolored pavers within the service area. Contractor shall be responsible for herbicide application for weed control to all pavers within or abutting all service areas.

**R. INSURANCE REQUIREMENTS:**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. **Commercial General Liability Insurance naming the City of Hollywood AND Florida Department of Transportation (FDOT) as an additional insured with not less than the following limits:**

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. **Commercial Automobile Liability Insurance** naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$500,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- C. **Worker's Compensation Insurance** covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$500,000/500,000/500,000 for coverage
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**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

**The City reserves the right to require additional insurance in order to meet the full value of the contract.**

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.



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**The City reserves the right to require additional insurance in order to meet the full value of the contract.**

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

**"Pricing Pages"****NOTE:****Please provide the following:**

- Cost Per Service for All Service Locations
- Total Annual Cost for Each Service Location
- Total Bid for Zone Per Service
- Total Bid for Zone Annual Cost

Prices must be stated in units to quantity specified in the bid specifications. (For further clarification, please see "Section V: BASIS OF AWARD". No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

**ALL SQUARE FOOTAGE MEASUREMENTS ARE ESTIMATED AND APPROXIMATE AND SHOULD BE VERIFIED BY BIDDER**



South Florida Chapter

# *Certificate of Completion*

this certifies that

*Nathan F. Craigie*

Weed A Way Inc

has successfully completed

## Workzone Traffic Control: Intermediate Level

*Ralph Kindig Jr.*

Instructor

December 21, 2012

Completion Date



South Florida Chapter

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