



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

CITY OF HOLLYWOOD, FLORIDA

INVITATION FOR BID

BIDDER ACKNOWLEDGMENT

Bid Title: City-wide Tree Trimming, Pruning, Removal & Stump Grinding

Bid No.: F-4392-14-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Bid must be received prior to 3:00 P.M., March 14, 2014 and may not be withdrawn within 90 calendar days after such date and time.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.

Bidder's Name:	Fed. ID No. or SS Number
Complete Mailing Address:	Telephone No.:
	Fax No.:
Do You Have a Permanent Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input type="checkbox"/>	E-Mail Address:
Indicate type of organization below: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	

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.

 Authorized Name (Type or Print)

 Title

 Date

 Authorized Signature



CITY OF HOLLYWOOD, FLORIDA
BID/PROPOSAL NOTIFICATION
PROCUREMENT SERVICES DIVISION

Notice to Offerors: Log on to www.hollywoodfl.org and select the link to Vendor Registration & Bids to register as a supplier.

BID / PROPOSAL DOCUMENT INFORMATION

Bid/Proposal Number:	F-4392-14-RD
Bid/Proposal Name:	City-wide Tree Trimming, Pruning, Removal & Stump Grinding
Procurement Contact Person:	Ralph Dierks
Email Address:	rdierks@hollywoodfl.org
Telephone Number:	(954) 921-3223
Bid/Proposal Opening Date:	3:00 p.m., March 14, 2014
Pre-Bid/Proposal Conference Date:	N/A
<input type="checkbox"/> Mandatory if Box is Checked	

To view or download this Bid or RFP and any addenda go to:

www.hollywoodfl.org.bids.aspx and click on the bid or proposal number referenced above on this document or the corresponding addendum.

A Cone of Silence is in effect with respect to all Formal Bids and Request for Proposals. 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/Proposal Name: City-wide Tree Trimming
Bid/Proposal Number: F-4392-14-RD
Bid/Proposal Opening Date: 3:00 pm, March 14, 2014

Firm Name/Address: _____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

NOTE: Always use the label to the left on all packages when returning your bid or proposal to the City.



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.

PURPOSE:

The City of Hollywood's Public Works Department is seeking to establish a contract, including all labor and equipment, for City-wide tree trimming, pruning, removal, and stump grinding services with a qualified contractor.

CONTRACT TERM:

The initial term of this contract shall be for a period of two (2) years beginning upon date of award. The City may renew this contract for two (2) additional two (2) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

TERMS:

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.

Vendors conducting business with the City of Hollywood whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit <http://sunbiz.org/> to register your company or for further question regarding registration.

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.

TERMINATION:

The City of Hollywood reserves the right to cancel this agreement with or without cause.

AWARD:

The City reserves the right to award this bid to the lowest responsive, responsible bidder, Group by Group, OR to the overall lowest responsive, responsible bidder, whichever is in the best interest of the City. Vendor must bid all items to be considered for award.

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 or lsilvey@hollywoodfl.org . **Questions are due no later than 5:00 P.M., February 26, 2014.**

SPECIFICATIONS**1) GENERAL REQUIREMENTS:**

- a) **Scope:** The purpose and intent of this term bid are to secure firm prices and establish a term contract for tree trimming, tree removal, shrub removal, and stump removal.
- b) **Site Inspection:** Prospective bidders are encouraged to make site inspections of typical trees to familiarize themselves with the unique environment where the work may take place and to establish work procedures that minimize disruption of the traffic. Failure to consider the unique problems, safety considerations, or other conditions shall not entitle the awarded vendor to additional remuneration after bid award.
- c) **Initial Conference:** Before the issuance of the first Work Order under this contract, a conference will be conducted by the City's Public Works Department to acquaint the Contractor with the City policies and procedures that are to be observed during the progress of the work and to develop mutual understanding relative to the administration of the contract.
- d) **Estimates or Quotes:** When notified, the vendor will meet with City representative at the proposed work site within three (3) working days to review the scope of work. The vendor will be responsible to provide the City representative with a written estimate using the appropriate line items from the awarded contract. This estimate will be provided at no charge to the City and shall be delivered to the requester no later than 48 hours after the site

meeting. After review of the estimate, if the City finds the estimate acceptable and the work needs to be performed, a notice to proceed will be issued, which will constitute authorization to proceed with the work.

- e) **Site Coordination Meeting:** After issuance of a notice to proceed and before commencement of the work, a site coordination meeting will be conducted at the job site on all projects assigned under the contract. All schedules, procedures and site-specific issues will be discussed and agreed upon, by all parties invited to the meeting. Work shall commence on an agreed upon date, or no later than two (2) weeks after the Notice to Commence has been issued. Work shall proceed on consecutive work days until completed so that work is completed in a timely manner.
- f) Work shall occur no earlier than 6:30am and no later than 6:30pm. Work can be completed Sunday – Saturday excluding government holidays.
- g) Service to include inspection and report of any insect infestation and/or presence of any disease or fungus.
- h) Contractor will be responsible for obtaining all required permits for tree trimming or removal.
- i) Contractor will make provisions to notify residents affected by the trimming or removal of trees adjacent to the property at least 24 hours in advance of the work being done. A door hanger provided by the contractor and approved by the city will serve this purpose
- j) **Invoicing and Payment:**
 - i) The invoice document shall contain the following information:
 - (1) City's Purchase Order Number (P.O.#).
 - (2) Unit line items of work performed with quantities, descriptions.
 - (3) Unit prices and extension totals per line items.
 - (4) Start and completion date of work performed.
 - (5) Work location where services were provided.
 - ii) Payment will only be made for actual work performed that has been inspected and found to be in accordance with the terms and conditions of the contract documents.
 - iii) Work found to be deficient will be corrected prior to any payment being made.
- k) **Termination for Default or Convenience:**
 - i) If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City may terminate this Contract, in whole or in part, upon written

notice without penalty to the City of Hollywood. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Hollywood.

- ii) The City may terminate this Contract, in whole or in part, with or without notice when it is in the best interest of the City of Hollywood. To the extent that this Contract is for services and so terminated, the City of Hollywood shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.
- l) Temporary Protection and General Safety:
 - i) Provide temporary fencing or barricades to protect residential property and vehicular traffic. All safety hazards which might present a threat to life safety must be removed immediately. Clearly establish a working perimeter by providing physical barriers and monitor for trespassers during the course of the workday.
 - ii) All work performed under this contract shall comply with applicable Occupational Safety and Health Administration (OSHA) standards.
- m) Estimated Quantities:
 - i) It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual normal requirements of the City, and that the City in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and services in such quantities as represent the actual requirements of the City.
- n) Inspection of Work:
 - i) The City reserves the right to inspect the vendor's work at any time to assure compliance with all terms and conditions of the contract. All work will be inspected pursuant to National Arborist Association Pruning Standards ANSI A300.
 - ii) The vendor will provide a written request for inspection at least 48 hours prior to the requested inspection date. Vendor will have personnel onsite during the scheduled inspections.
- o) Cleanup:
 - i) All debris related to the work herein described will be collected and removed from City property on a daily basis to a licensed disposal site.

- ii) Physical barriers will not be removed until the area is made safe and all debris is collected and the work area is raked or broom cleaned.
 - p) Emergency Response:
 - i) Where an emergency is deemed to exist by the City Representative, the vendor will be required to respond on a verbal confirmation followed up by written documentation of the request by the City's Representative or their designee. The response must result in the arrival of a work crew at the affected site within two hours from the time the call is placed by the City.
 - ii) Failure to respond in a timely manner to these emergency requests shall constitute grounds for termination of this award.
 - q) Warranty:
 - i) Warranty shall be for a period of one year after final acceptance. Warranty shall apply to all materials, quality of work, and hardware. Normal tree growth and overall health of the trimmed trees and shrubs shall continue throughout the warranty period. Improper pruning, careless tree removal, and other inappropriate procedures by the vendor, identified during the warranty period are to be corrected. Warranty work will be corrected within two weeks of written notice to the contractor.
 - ii) If the vendor, after notice, fails to comply with the terms of the warranty, the City may have the defective work corrected and the vendor will be liable for all expenses incurred. Such action by the City shall not relieve the vendor of further responsibilities.
 - r) Termination: Failure to comply with any of the provisions contained herein, may lead to the termination of any given purchase order or the contract in its entirety.
 - s) Non Exclusivity Contract: The City reserves the right to award other contracts and/or perform work herein described with its employees.
- 2) DEMONSTRATION OF COMPETENCY
- a) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Hollywood.

- b) The City may consider any evidence available regarding technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
 - c) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.
- 3) QUALITY ASSURANCE:
- a) Vendor Qualification and Requirements: Vendor must possess at the time of bidding and throughout the term of the contract all necessary permits and/or licenses to perform the work herein described within Broward County, Florida.
 - *Certified Arborist
 - *MOT Certification
 - *Broward County Tree Trimmer Certification (for crew)
 - b) Arborist: A certified arborist must be used by the vendor to direct all pruning operations and shall be on site.
 - c) Maintenance of Traffic Certification (M.O.T.): When working in rights-of-way, personnel are required to wear safety vests. Proper safety signage, such as "Men Working Ahead", cones, flagmen or other warning devices should 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 Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. All personnel performing maintenance of traffic activities must possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations. A copy of the certification of MOT document(s) must be submitted with your quote.
 - d) Tree Worker Qualifications: Vendor shall only use personnel with the licensing, knowledge, experience and demonstrated ability to perform the work and safely operate all equipment normally used to perform the services described herein.
- 4) Equipment:
- a) All tools and equipment used on City property by the vendor shall be properly maintained and in good operating condition.

- b) Equipment leaking fuel or oil will be immediately removed from City property and appropriate steps taken to clean-up the fuel or oil at the vendor's expense.
- 5) PRODUCTS/MATERIALS:
- a) Tree Pruning Compound: Not allowed, unless directed by representative.
 - b) Topsoil: 80/20 mix, 80% clean sand passing a #4 sieve and 20% muck, free from deleterious debris and thoroughly mixed to be used for fill-in after stump grinding.
- 6) GENERAL DESCRIPTION OF WORK:
- a) Tree removal:
 - i) Complete tree removal to consist of felling, cutting up, stump removal, grinding or removal of all surface roots to a depth of 4" below surrounding grade, removing mulch, leveling with topsoil.
 - ii) All debris will be raked and transported to a suitable disposal site. All areas shall also be left broom clean daily.
 - iii) Stumps shall be ground within twenty-four (24) hours after tree removal.
 - b) Shrubbery or Hedge Removal:
 - i) Complete hedge or shrub removal including all roots, branches, and foliage.
 - ii) All debris will be raked and transported to a suitable disposal site. All areas shall also be left broom clean.
 - c) Palm Reduction or Pruning
 - i) Tools are to be sterilized between each palm either by heating or thorough chemical treatments, which will destroy bacteria and fungi on instruments. Debris must be removed from the site on the same day as it is removed from the palms. Debris that has fallen on the roadway must be removed immediately.
 - ii) All tools shall be clean and sharp, and designed specifically for palm pruning. All palm work is to be performed with no damage to the landscape from falling fronds.
 - iii) Cuts are to be clean with no bark tears or other damage. Tall palms may be accessed by ladder, hydraulic lift, bucket truck or similar equipment.
 - iv) AT NO TIME shall climbers use spikes or similar equipment on any palms. When using equipment such as a bucket truck, appropriate

traffic control measure approved by F.D.O.T. must be implemented. (i.e., arrow board, cones, flagman, etc.)

- d) Stump and Surface Root Removal or Grinding:
 - i) Vendor will paint or barricade over stump until completely removed.
 - ii) Stump and all visible surface roots shall be completely removed or ground to a depth of 4" below grade.
 - iii) Vendor will back fill areas to match surrounding grade with topsoil consisting of 80% sand + 20% muck.
 - iv) All debris and mulch will be raked and transported to a suitable disposal site. All areas shall also be left broom clean daily.

- e) Tree Pruning and Shaping shall consist of:
 - i) Branch and tree top pruning, trimming, and shaping, including removal of dead wood, diseased wood, or interfering or objectionable wood, weak branches on the main trunks one inch in diameter or larger as well as those leaders within the leaf area, as defined by the National Arborist Association ANSI A300-2001 (Part 1) in their "Pruning Standards for Shade Trees" and Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance – Standard Practices (Pruning)
 - ii) Removal of all broken branches or loose branches lodged in the tree; removal of all dead and live stubs, broken or poorly cut limbs; removal of branches which rub and abrade a more important branch; removal of live branches which interfere with the trees structural strength and healthy development; removal of undesirable sprout or sucker growth from the ground to a height of 20 feet; branches forming multiple leaders in a single-leader type tree; selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs;
 - iii) All trimmed wood and foliage shall be collected and transported to a suitable disposal site and all areas raked and left broom clean daily.
 - iv) Trees or palms which are not readily accessible will be pruned or removed by hand at no additional cost to the City.
 - v) "Hat Racking" or other improper pruning procedures which result in a deformed or injured tree will not be paid for by the City and must be corrected by the vendor at no cost, except that all mature trees damaged will be replaced with a comparable tree of the same size or greater. Any repeated occurrence shall constitute grounds for termination of this contract and result in full disclosure to the proper authorities for prosecution under the law.

- vi) All debris will be raked and transported to a suitable disposal site. All areas shall also be left broom clean daily.

7) SOIL

- a) SUBMITTALS: A sample of sand and a sample of 80/20 sand and muck mixture shall be submitted to the City for approval before installation.

REFERENCES:

Bidders must provide at least three current references that they provide similar services to including company name, contact name, phone, fax and email address:

1) _____

2) _____

3) _____

COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the initial term year of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. 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.

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 as an additional insured with not less than the following limits:

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
 \$300,000 per Occurrence
 \$ 50,000 Property Damage

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

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
 \$300,000 per Occurrence
 \$ 50,000 Property Damage

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 \$100,000/500,000/100,000 for coverage

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.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Authorized Signature, Print Name)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, 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.

(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.

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

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

"PIGGYBACKING"

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

YES _____

NO _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTAL ENTITIES LOCATED IN MIAMI-DADE OR PALM BEACH COUNTIES?

YES _____

NO _____

OTHER GOVERNMENTAL ENTITIES LOCATED WITHIN THE STATE OF FLORIDA?

YES _____

NO _____

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.

"Pricing Page"

NOTE: Give both unit price and extended total. Prices must be stated in units to quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. 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.

ITEM	DESCRIPTION OF ITEM	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	Provide all necessary labor, material and equipment for tree trimming services within the City in accordance with ANSI A300 pruning standards.				
	<u>Vendor must bid all items</u>				
	GROUP I - Tree Removal	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	ITEMS 1 THROUGH 10				
	Complete tree removal including canopy, trunk, stump and surface roots 4" below grade. Remove all mulch from site.				
	11' TO 20' TREE HEIGHT				
1	11' - 20' Canopy Diameter	10	Each		
2	21' - 30' Canopy Diameter	10	Each		
	11' TO 20' TREE HEIGHT				
3	31' - 40' Canopy Diameter	20	Each		
4	41' - Up Canopy Diameter	20	Each		
	21' TO 30' TREE HEIGHT				
5	21' - 40' Canopy Diameter	20	Each		
6	41' - Up Canopy Diameter	20	Each		
	31' TO 40' TREE HEIGHT				
7	21' - 40' Canopy Diameter	15	Each		
8	41' - Up Canopy Diameter	15	Each		
	41' TO 50' TREE HEIGHT				
9	21' - 40' Canopy Diameter	5	Each		
10	41' - Up Canopy Diameter	5	Each		
	GROUP I TOTAL				
	GROUP II - Stump Grinding	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	ITEMS 11 THROUGH 14				
	Stumps and surface root grinding or removal, 4" below grade, remove all mulch from site.				
11	0" - 12" Diameter	10	Each		
12	13" - 24" Diameter	20	Each		
13	25" - 48" Diameter	20	Each		

14	Stump Removal/All Roots Over 12" Diameter	5	Each		
	GROUP II TOTAL				
	GROUP III	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	ITEMS 15 THROUGH 17				
	Tree pruning and shaping per National Arborist Association pruning standards for shade trees: Crown cleaning or thinning				
15	21' - 30' Canopy Diameter	15	Each		
16	31' - 40' Canopy Diameter	25	Each		
17	41' - 50' Canopy Diameter	25	Each		
	GROUP III TOTAL				
	GROUP IV	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	ITEMS 18 THROUGH 20				
	Tree pruning and shaping per National Arborist Association, pruning standards for shade trees: Crown raising (10 ft. above sidewalk and swale and 15 ft. above roadway)				
18	21' - 30' Canopy Diameter	15	Each		
19	31' - 40' Canopy Diameter	20	Each		
20	41' - 50' Canopy Diameter	20	Each		
	GROUP IV TOTAL				
	GROUP V				
	ITEMS 21 THROUGH 24	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	Tree pruning and shaping per National Arborist Association pruning standards for shade trees: Crown reduction.				
21	11' - 20' Canopy Diameter	15	Each		
22	21' - 30' Canopy Diameter	20	Each		
23	31' - 40' Canopy Diameter	20	Each		
24	41' - 50' Canopy Diameter	10	Each		
	GROUP V TOTAL				
	GROUP VI - Palm Reduction				
	ITEMS 25 THROUGH 27				
	Frond reduction. Remove dead and damaged fronds, fruits and pods. Sterilization between palms.	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
25	0' - 25' Tree Height	25	Each		
26	26' - 50' Tree Height	100	Each		
27	51' - Up Tree Height	40	Each		
	GROUP VI TOTAL				

	GROUP VII – Beach Palm Reduction located on Hollywood Beach ITEMS 28 THROUGH 30				
	FronD reduction. Remove dead and damaged fronds, fruits and pods. Sterilization between palms.	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
28	0' - 25' Tree Height	25	Each		
29	26' - 50' Tree Height	100	Each		
30	51' - Up Tree Height	40	Each		
	GROUP VII TOTAL				
	GROUP VIII ITEMS 31 THROUGH 35	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	Fence line Trimming of Right-Of-Ways				
	Cut trees and shrubbery back to the property line and 15' above grade at the property line. All cutting shall be as close to the ground as possible, with a maximum remaining height of 4" for brush stubs and 6" for tree stumps.				
31	0' - 50' of Trimming	1,000	If		
32	51' - 100 of Trimming	1,000	If		
33	101' - 150 of Trimming	1,000	If		
34	151' - 200 of Trimming	1,000	If		
35	201' and Greater of Trimming	1,000	If		
	GROUP VIII TOTAL				
	GROUP IX ITEMS 36 THROUGH 38	EST. QTY	UNIT	PRICE PER UNIT	TOTAL
	Complete Australian pine tree removal including trunk, stump, and surface roots 4" below grade, and removal of all mulch.				
36	0" - 15" DBH	5	Each		
37	16" - 30" DBH	5	Each		
38	31" - 48" DBH	5	Each		
	GROUP IX TOTAL				
	GRAND TOTAL				
39	EMERGENCY CALL OUT 24 HOURS 7 DAYS				
	Respond to Emergency Call Out For Fallen Tree,		Per Hour		
	Low Hanging Limb, Fallen Limb, etc.				
	Crew must be onsite within two hours.				

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

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 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: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____