



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- SHELLY PETROLIA
DEPUTY VICE MAYOR	- JORDANA JARJURA
COMMISSIONER	- AL JACQUET
COMMISSIONER	- MITCH KATZ
CITY MANAGER	- DONALD COOPER

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166



CITY OF DELRAY BEACH

TEL: (561) 243-7161/7163

FAX: (561) 243-7166

PURCHASING DIVISION

REQUEST FOR BID

BID NO: 2015-39

**TITLE: STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE**

ISSUE DATE: March 16, 2015

DEPARTMENT: STREETS & TRAFFIC

DUE DATE: Tuesday, April 07, 2015

TIME: 2:00 P.M. (local time)

INSTRUCTIONS

All bids shall be submitted in sealed envelopes, mailed or delivered. All sealed bids must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

*A **MANDATORY PRE-BID** conference has been scheduled for **WEDNESDAY, MARCH 25, 2015, at 11:00 A.M.**, in the **First Floor Conference Room, City Hall, 100 N.W. 1st Avenue, Delray Beach, FL 33444.***

Bidders are required to attend and be prepared to ask questions. A Bidders failure to attend the Pre-Bid Conference will disqualify that Bidders bid. A Bidders failure to sign in within ten (10) minutes of the 11:00 A.M. conference start time will disqualify the Bidders bid.

All bids will be publicly opened at City Hall and all bidders and the general public are invited and encouraged to attend. Each Bid submitted shall have the following information clearly marked on the face of the envelope: the Proposer's name, return address, BID number, BID title, due date and time. It is the sole responsibility of the proposer to utilize the forms provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.

*Included in the envelope shall be **ONE (1) unbound original and TWO (2) copies of all bid sheets of all submitted materials.** The original should be marked "ORIGINAL". Each copy must be identical to the original. .*

The City's Solicitation information can be obtained from:

- a) DemandStar - The City of Delray Beach publishes electronic online services for notification and distribution of its Solicitation documents. Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712*
- b) Request via email nadal@mydelraybeach.com*
- c) City of Delray Beach – Hard copies are available at City Hall*

Bidders who obtain Solicitations from sources other than those named above are cautioned that the bid package may be incomplete. The City will not evaluate incomplete bid packages. DemandStar is an independent entity and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE

MARCH 16, 2015

This Request for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this BID and by reference are made a part thereof.

SCOPE OF SERVICES: Consist of mowing, trimming, edging and litter control of stormwater retention locations as listed, located within the City of Delray Beach.

DUE DATE: **Tuesday, April 07, 2015 prior to 2:00 P.M.** at which time all bid will be publicly opened and read.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall, 100 N.W. 1st Avenue, Delray Beach, FL., first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

The following forms must be included in the sealed package:

- Indemnity/Hold Harmless Agreement
- Cone of Silence
- Drug Free Workplace Certification
- Schedule of Pricing
- Bid Signature Form

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1ST Avenue, Delray Beach, Florida 33444. Bids time-stamped at 2:01 P.M. or later, will not be considered for award and will be returned to the Bidder.

INQUIRIES: Questions regarding this solicitation must be sent through email to purchasing, nadal@mydelraybeach.com. To ensure a timely response, inquiries should be made by **Thursday, April 2nd 2015 prior to 2:00 P.M.** Information in response to inquiries may be published as an Addendum.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

CITY OF DELRAY BEACH

BID No. 2015-39 STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

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GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION
BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE

DEFINITIONS: For the purpose of this BID: "Proposer" shall mean contractors, Contractors, agencies, organizations, firms, or other persons' submitting a response to the BID. Any reference in this BID as to bidders or contractors shall mean Proposers or bidder.

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this BID. Proposer should prepare their bid simply and economically providing a straightforward and concise description of the Bidder's ability to meet the requirements of the BID.

The City may record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City may issue a written addendum before the date fixed for receiving the bid. No oral explanation may be given.

All Bidders are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication prior to the opening of the bid.

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by written addendum.

AS SPECIFIED: A Contact and/or Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned/cancelled at no expense or penalty to the City of Delray Beach.

1. SUBMISSION AND RECEIPT OF BID:

- A. *Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.*
- B. *Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation To Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.*
- C. *Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.*
- D. *All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.*

2. QUANTITIES OR USAGE: *Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.*

3. PRICES AND PRODUCT CONSIDERATION:

- A. *Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in this bid will be firm for acceptance for a period of ninety (90) days from the date of opening unless otherwise stated by the City or bidder.*
- B. *Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.*
- C. *Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.*
- D. *The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.*
- E. *Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.*
- F. *Economic Price Adjustment: a) there may be a change in the Successful Bidder's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide Purchasing with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City determines if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one (1) escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.*

4. DELIVERY:

- A. *All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.*
- B. *Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.*

- 5. BRAND NAMES:** *If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.*

- 6. QUALITY:** *All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.*

7. **SAMPLES:** *Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.*
8. **ACCEPTANCE:** *The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.*
9. **DEFAULT PROVISION:** *In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.*
10. **COPYRIGHTS OR PATENT RIGHTS:** *Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.*
11. **COMPLIANCE WITH SAFETY STANDARDS:**
- A. *All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.*
- B. *Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.*
12. **MANUFACTURER'S CERTIFICATION:** *The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.*
13. **SIGNED BID CONSIDERED AN OFFER:** *This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.*
14. **SPECIFICATIONS:**
- A. *For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.*
- B. *Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.*
15. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**
- A. **PERMITS:** *Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.*

- B. **LICENSES:** *If you are not licensed to perform work in the City of Delray Beach you **MUST** obtain a "Business Tax License" before a Notice to Proceed will be issued.*
- C. **LIABILITY INSURANCE:** *The City prefers the insurance and bonding companies to have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. **See pages 38 – 41** for Insurance Requirements.*
16. **AWARD OF BID:** *The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.*
17. **TAXES:** *The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified on request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.*
18. **EXCEPTIONS TO CONDITIONS, 4 THRU 9 (Boiler Plate):** *Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.*
19. **RENEWAL:** *The successful bidder shall be awarded a contract for ONE (1) year(s) with the option to renew for TWO (2) additional one (1) year periods, renewable by the City Commission. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.*
20. **TERMINATION:** *The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.*
21. **ANTI-COLLUSION:**
- A. *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, services, supplies, or equipment and is in all respects fair and without collusion or fraud.*
- B. *No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).*
22. **CONFLICT OF INTEREST:**
- A. *Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or*

B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

23. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
24. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
25. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity.
26. **PAYMENT PROGRAM:** The City encourages all vendors to utilize our ProcessMe payment program. The ProcessMe program replaces paper checks with an electronic card payment. The City provides the vendor with a Visa (credit card) account number which would be used when the City processes invoices for payment. Contact accountspayable@mydelraybeach.com for enrollment.
27. **BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

Notice of Intent to Reject all Bids, Bid or Responses is subject to the protest procedure.

Note: Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:
City of Delray Beach
Chief Purchasing Officer
100 NW 1st Ave
Delray Beach, FL 33444

(Remainder of page intentionally left blank)

INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2015-39 STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Contractor's Name

Signature

Date

CONE OF SILENCE
BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this BID, which provides as follows:

Sec. 2-355. Cone of Silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, CONTRACTOR, lobbyist, or any actual or potential subcontractor or CONTRACTOR of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Contractor's Name

Signature

Date

DRUG FREE WORKPLACE CERTIFICATION

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: *Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.*

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.*
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.*
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).*
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.*
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.*
- 6) This firm will continue to make a good faith effort to maintain a drug free workplace through implementation of this section.*

Contractor's Name

Signature

Date

SAMPLE
STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 2015, by and between the
CITY OF DELRAY BEACH (hereinafter called CITY) and _____ (hereinafter
called CONTRACTOR).

WITNESSETH:

The CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned CONTRACTOR hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The CONTRACTOR, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The CONTRACTOR further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the CITY and the CONTRACTOR include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS	PAGE NUMBERS
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Addenda numbers ____ to ____ inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: **City of Delray Beach, FL**
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR: _____

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. INSPECTOR GENERAL: *CONTRACTOR is aware that the Inspector General Of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from CONTRACTOR and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.*

13. FORCE MAJEURE: *No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.*

14. *The contract documents constitute the entire agreement between the CITY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to form:

City Attorney

WITNESS:

CONTRACTOR:

BY: _____

(Print or type name and title)

(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent), of _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

*Signature of Person Taking
Acknowledgment*

*Name of Acknowledger Typed,
Printed or Stamped*

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
_____, a corporation under the laws of the State of

_____ held on _____, 20__, the following resolution was duly
passed and adopted:

"RESOLVED", that _____, as _____
President of the corporation, he/she is hereby authorized to execute the Agreement dated
_____, 20__, between the City of Delray Beach, Florida and this corporation, and
that his execution thereof, attested by the Secretary of the Corporation and with corporate seal
affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this _____ day of _____, 20__.

(Secretary)

(Seal)

SPECIFICATIONS
BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE

- A. **PURPOSE:** *The purpose and intent of this Bid is to establish an open-end Contract to provide the best quality mowing service available at the most economical price. Service and good workmanship are of primary concern. Bidders with low standards for either service or workmanship will be judged to be non-responsible and their bids non-responsive. No bid will be accepted if it offers lower standards of material and/or workmanship than is described therein.*
- B. **NOTICE OF AWARD:** *It is and shall be understood and agreed that Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering same.*
- Contract shall be awarded on the basis of lowest total to the responsible/responsive Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview will be considered together with price in the contract award.*
- C. **FIRM PRICE:** *The City requires a firm price for the Contract period.*
- D. **CONTRACT TERM:** *Term of contract shall be one (1) year from award of contract, on or about **April 2015**, and expiring one (1) year later. The City Commission may renew the contract, at the same terms, conditions, and price(s) for two (2) consecutive terms of one (1) year per paragraph #19 of General Conditions of this bid.*
- E. **MARKET CONDITIONS:** *The City reserves the right to purchase on the open market should lower market prices prevail, at which time the seller shall have the option of meeting the lower price or relieve the City of any obligation previously understood.*
- F. **ORDER PLACEMENT:** *After the award of contract to the successful bidder, the City reserves the right to utilize either of the following order placement methods:*
- (a) *Purchase order will be issued to the successful bidder throughout the contract period on an as-needed, when-needed, where-needed basis. Vendor must note the name of person placing order on delivery ticket.*
- Or** (b) *A blanket (open) purchase order will be issued to successful bidder for the City's anticipated annual dollar volume. Releases for partial delivery of services will be made against said blanket order. Vendor must note name of person placing order on delivery ticket.*
- F. **PERFORMANCE:** *It is the intention of the City of Delray Beach to purchase landscape maintenance services as specified herein from a source of supply that will give prompt and convenient service. Any failure of the successful bidder to comply with these conditions may be cause for terminating any resulting Contract immediately upon notice by the City.*

All landscaping shown therein shall be installed in compliance with the Florida Department of Transportation "Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways" and the "Manual of Traffic Control Safe Practices for the Streets and Highway Construction Maintenance and Utility Operation".

All laborers must wear orange chartreuse safety vest and all vehicles parked along the right-of-way must be marked with 36" traffic cones.

- H. **PERFORMANCE PROBATION PERIOD:** The successful awardees will immediately enter into a three-month probationary period upon contract award. During this time the awardees' performance will be closely scrutinized by City staff. If the awardees' performance fails to consistently meet the standards specified within the bid, his contract will be promptly cancelled. If his performance is acceptable, then he will be also notified and the contract will extend through the expiration date given in this bid. The City has the right to terminate the contract during the probationary period with or without cause, and this right shall be solely at the discretion of the City.
- I. **ALTERNATES:** For purpose of Bid evaluation, Bidder(s) must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the Bid fully complies with the specifications, terms and conditions as stated.
- J. **BACKGROUND INFORMATION:** The City reserves the right, before awarding the Contract, to require a Bidder to submit such evidence of his qualifications, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

NOTE: For this bid vendor must attach to his bid an accurate, up-to-date listing of his current maintenance equipment, including brands and model numbers. The City also requires a listing of commercial as well as residential accounts, including main contact person and phone number. This information will be considered in the contract award review.

FAILURE TO INCLUDE ALL DATA NOTED ABOVE WITH THE BID MAY ELIMINATE YOUR COMPANY FROM THE BIDDING PROCESS; PRIOR SUBMITTALS WILL NOT BE ACCEPTED.

*City reserves the right to inspect all maintenance equipment prior to contract award.

- K. **DEFAULT OF CONTRACT:** The City may, by written notice to the successful bidder, terminate the Contract if the bidder has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. City shall be sole judge of non-performance.
- L. **REJECTION OF IRREGULAR PROPOSALS:** Bids which contain any alteration, addition, condition, limitation, unauthorized alternates or show irregularities of any kind may be rejected by the City as non-responsive or irregular. The City reserves the right to waive any irregularities, technicalities or informalities in any bid and to reject any or all bids.
- M. **TRANSFER PROHIBITED:** The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation, without prior written consent of the City.

In the event that the successful Bidder does not hold a commercial pesticide applicators license, the successful bidder may contract with a qualified firm to perform the chemical applications. In this event, the successful Bidder shall notify the City of this intent and **PRICES FOR THE WORK MUST BE LISTED IN THE BID**. The bidder must extend those services for the duration of the contract for the prices quoted.

- N. **DEFAULT ON PRIOR CONTRACTS:** No proposal will be accepted from, nor will any Contract be awarded to, any person or firm which is in arrears to the City upon any debt or Contract, or which is a default as surety or otherwise upon any obligation to the City, or who has failed to perform faithfully any previous Contract with the City.
- O. **CAPACITY:** Vendors must have the capability to perform contracted maintenance on a timely basis and with proper equipment and supervision. Vendor must adhere to maintenance procedures and schedules as set forth in the conditions and specifications. Failure to do so shall result in Contract cancellation.
- P. **BID SUBMITTALS:** All Bids must be submitted on the attached "Bid Form", SCHEDULE OF PRICING. TOTAL BID PRICE SHALL INCLUDE ALL THE LOCATIONS AS LISTED IN THE "TECHNICAL SPECIFICATIONS", ITEM #2. LOCATIONS/ACCESS".
- Q. **INFORMATION:** For information regarding the submission of this Invitation To Bid, please contact **Patsy Nadal, Purchasing Manager, City of Delray Beach at (561) 243-7161**. Any technical questions regarding maintenance areas and service listed relative to this bid should be submitted in writing via email: nadal@mydelraybeach.com or fax: **(561) 243-7166** and will be addressed or answered in the form of an addendum only.
- ⇒ All questions should be submitted on later than April 02, 2015 @ 2:00 P.M.
- R. **VENDOR SERVICE REPRESENTATIVE:** The Bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of landscape maintenance service. A contact for both regular work-hours and after-hours, weekends and holidays must be identified. This will become a part of the bid proposal and shall be understood and agreed.
- The contact person for the City of Delray Beach for coordination of landscape maintenance service will be Harold Bellinger, Superintendent of Streets/Traffic of Public Works, or his designee, which they can be reached **(561) 243-7338**.
- S. **BILLING, SCHEDULING AND REPORTS:** Vendor shall submit a monthly invoice the first of each month, itemizing all maintenance items performed the previous month. A schedule of all maintenance items to be performed the following month shall be submitted with the invoice noting dates, times and locations of operations. The Public Works Division must be notified prior to any change in scheduling within five (5) working days to allow City staff to inspect sites for scheduled maintenance. Written reports must be turned in after each mowing operation on a checklist to be provided to the awarded by the City.
- T. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.

TECHNICAL SPECIFICATIONS

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

1. SCOPE OF SERVICES:

The scope of services consists of an annual contract to mow, trim, and edge fifteen (15) stormwater retention locations consisting of approximately 10.46 acres. An add-on alternate is being taken for fertilizing these areas.

2. LOCATIONS/ACCESS:

The following listed locations and acres, more or less, are included as part of the bid:

Pond ID #	Project #	Location	Acreage	
			Retention	Lot
08001	1991-057	NW 10 th Avenue & Lake Ida Road	1.72	2.08
08R004	2004-055	Roosevelt Avenue & Lake Ida	1.18	2.14
17R003	2003-062 (B)	NW 15 th Avenue & NW 3 rd Street	0.77	0.77
18R001	2003-062	Dr Carol Knol Way & N. Congress Avenue	1.22	1.73
09R001	2002-040 (A)	NE 3 rd Ave & Between NE 17 th & NE 18th St	0.31	0.45
09R002	2002-040 (B)	NE 3 rd Ave & Between NE 15 th & NE 16th St	0.27	0.39
09R003	2002-040 (C)	NE 3 rd Ave & NE 14 th Street	0.31	0.41
20R002	1993-058	City Car Impound Lot	0.02	0.02
17R002	1999-061	SW 4 th Avenue & SW 1 st Street	0.55	0.76
20R005	2003-020	SW 7 th Avenue (400 block)	0.32	0.32
17R005	2007-013	SW 11 th Avenue & SW 2 nd Street	0.14	0.18
20R003	1994-084 (E & W)	SW 10 th Avenue & Wallace Drive (2 sites)	1.02	1.07
20R001	1993-012	South Ridge Road & Sterling Road	0.05	0.32
29R001	2000-045	Lindell Blvd. & Old Dixie Highway	0.56	0.76
21R001	1996-010 (east)	55 SE 410 th Street (FPL)	0.55	0.68
21R002	1996-010 (south)	Park Avenue & Old Dixie Highway (3 sites)	0.2	0.37
		TOTAL ACREAGE	9.19	12.45

⇒ Ficus hedges at the following locations shall be maintained by the Contractor as part of this Contractor as part of this bid package.

Pond ID #	Project #	Location
20R001	1993-012	South Ridge Road & Sterling Road
20R003	1994-084 (E & W)	SW 10 th Avenue & Wallace Drive (2 sites)
21R001	1996-010 (east)	55 SE 410 th Street (FPL)
29R001	2000-045	Lindell Blvd. & Old Dixie Highway

SECTION #2:

This includes two locations - Area 1 and Area 2 for the Improved Water Retention Areas:

Area #1

A water retention area at Lindell Boulevard and South Dixie Highway. It is a rectangular area with the southern perimeter being Lindell and the eastern perimeter located west of Dixie Highway and F.E.C. Railroad.

Area #2

A series of three water retention areas along NE 3rd Avenue. The first Lot "C" is located on the east side of NE 3rd Avenue, just north of NE 14th Street. Lot "B" is just a few lots north of "C", and lot "A" is a few lots north of that, across from the back of Plumosa Elementary School."

SPECIAL CONDITIONS

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

Landscape Maintenance Functions and Tasks

TURF CARE

Maintain turf areas in a healthy, growing, green, trim condition by performing the following operations:

1.1. MOWING GENERAL:

Mowing shall be performed in a workman-like manner that ensures smooth surface appearance without scalping or leaving any "missed" uncut grass.

- a. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment to be measured from a level floor surface to the parallel and level plane of the mower blades.
- b. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- c. All litter and debris is to be removed from turf BEFORE mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades. Any items shredded, i.e., paper, branches, debris, shall be the responsibility of the contractor to remove.
- d. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutter, and curbs or surfaces on the same day as mowed or trimmed.
- e. Mowing will not be done when weather or conditions will result in damaged turf.
- f. Trim / edge each time area is mowed.

1.2 MOWING SPECIFICS (BAHIS GRASS):

- a. Bahia grass shall not be cut to a height below 3 inches.
- b. Grass shall be mowed once a week, March 1st through November 1st and every other week between November 1st to February 28th.

2.0 EDGING: Edging shall be performed to coincide with mowing operations.

3.0 WEED CONTROL: "Landscape Maintenance Weed Control"

- a. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flowerbeds monthly; weeds are not to be mulched over.
- b. A granular pre-emergent herbicide shall be applied in shrub beds, twice a year, prior to mulching in March and October. The use of Round-up or similar systemic herbicides is not applicable in bedding area or hedge lines.

4.0 PRUNING:

- a. Shrub and Hedge Care: Maintain/trimmed monthly; maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by City Designee.
 - b. "Maintenance Pruning" shall consist of the removal of dead and/or broken branches suckers or sprouts, branches that may hang over walkways, grow through fences, obscure roadway vision, etc. Pruning is performed to have shrubs appear orderly and neat at all times.
 - c. All pruning will be accomplished in accordance with standard practices including:
 - (1) use sharp cutters
 - (2) do not use hedge shears for pruning
 - (3) Machetes will not be permitted for any operations
 - d. Palm Trees shall be trimmed monthly. The fronds shall be removed between the 9:00 and 3:00 position, i.e. no fronds shall be removed above a horizontal level. Dead fronds shall be removed as they appear.
 - e. Shade Trees shall be pruned to remove sucker growth and to maintain clear visibility between grade and a height of six feet. All damaged, dead or diseased limbs resulting from weather or pests shall be removed immediately.
- ⇒ SPECIAL NOTE: All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick debris will result in a \$50.00 per day fault fee, as long as debris remains.

5.0 IRRIGATION:

Irrigation systems will be checked by City personnel upon each mowing operation to ensure no damage to heads or valves. Any leads or valves damaged by Contractor in the act of mowing will be replaced by Contractor at his cost. If the City provides the replacement parts the cost will be deducted from payments due the Contractor.

6.0 CHEMICAL PEST CONTROL:

- a. Turf Insecticide Program Sodded areas shall be inspected by the Landscape Contractor for the presence of insects, such as cinch bugs, any worms, sod web worms, and mole crickets. Appropriate applications of approved pesticides shall be applied effectively control the outbreak.
- b. Shrub, Tree, Groundcover Insect Control shall be for specific insects identified as problematic and treated as needed upon City authorization. Some specific insects to be controlled are aphids, scale and grasshoppers.

- c. Disease Control in turf and shrub will be by identification and diagnosis and application of appropriate fungicide or bactericide as needed upon authorization of the City.
- d. Bahia Weed and Feed Application Weed and Feed shall be applied to Bahia areas in early March and early October with a slow release, high analysis fertilizer containing micronutrients and herbicide compatible with Bahia sod.
- e. Shade Tree Fertilization fertilizer shall be applied in April and September with an 8-10-10 or 10-10-10 complete fertilizer with microelements.
- f. Palm Tree Fertilization Palms shall be fertilized in April and September with a complete 13-3-13 palm fertilizer containing microelements at a rate of one (1) pound of fertilizer per inch of trunk diameter.
- g. Shrub and Groundcover Fertilization shall be fertilized in April and September with a 12-6-8 with microelements at the rate of % pound of fertilizer per 100 sq. ft. of shrub area.

7.0 ****SPECIAL NOTE - General Use of Chemicals:**

- a. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a Florida Certified Pesticide Applicators' license. Application shall be in strict accordance with all governing regulations.
- b. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the Streets Superintendent for approval at the beginning of the Contract. All proposed chemicals shall be approved by Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City.

Chemicals shall only be applied by or under the supervision of those persons possessing a valid Florida Certified Pesticide Applicators license. Applications shall in strict accordance with all governing regulations.

- c. Special attention will be given to specified areas prior to national holidays to ensure that the City is at its best during these times. Contractor will check area two days prior to holiday and verify that maintenance has been properly performed.
- d. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions. A copy of the detailed chemical application shall be submitted to the Public Works Streets Superintendent within 48 hours of application.
- e. Chemicals shall be applied when air currents are still and using methods to prevent drifting into adjacent property and preventing ant toxic exposure to persons whether or not they are in or near the project.
- f. Any soil or plants contaminated by misuse of chemicals on the sites will be removed and replaced at cost to the responsible Contractor.

8.0 **MULCH**

Shredded cypress mulch (**not red mulch**) shall be added to planting beds on a quarterly (January, April, July and October). A granular pre-emergent herbicide shall be applied to all shrub beds PRIOR to the application of mulch. Beds will be clean of weeds when new mulch is applied.

9.0 REPLACEMENTS:

The City shall replace any landscape, irrigation, or structures damaged by maintenance operations or due to neglect to perform these specifications and charge cost to maintenance contractor (Contractor will be notified prior to replacement of repair by City designee).

10.0 DAMAGES

Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes straightening and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor sod grading displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod shall be laid to match existing grade. (Contractors must contact City designee within 24 hours of such repair).

11.0 REPORTS

The Contractor shall provide a checklist filled out and returned to the City (Public Works Street Support) within 48 hours after each maintenance operation. All maintenance operations, weather conditions, chemicals/pest control used, date they were performed shall be noted and any reports of damages shall be described. No payments will be made unless all reports are provided.

12.0 GENERAL

- a. No maintenance shall be performed on weekends or during holiday unless requested in writing and approved by the City.
- b. Failure to respond to requests by City within 24 hours due to inadequate maintenance procedures, litter, limbs, and other debris not removed will result in \$50.00 a day deduction from the following payment application.

13.0 The locations listed below will require additional Maintenance.

AREA/SECTION #1: is a water retention area at Lindell Boulevard and South Dixie Highway. It is a rectangular area with the southern perimeter being Lindell and the eastern perimeter located west of Dixie Highway and the F.E.C. Railroad.

AREA / SECTION #2: is a series of three (3) water retention areas along NE 3rd Avenue. The first Lot "C" is located on the east side of NE 3rd Avenue, just north of NE 14th Street. Lot "B" is just a few lots north of "C" and lot "A" is a few lots north of that, across from the back of Plumusa Elementary School.

SCHEDULE OF PRICING

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

- **Ponds Page on 24**

ALL BIDS INCLUDE FURNISHING AND UTILIZING NECESSARY VEHICLES, EQUIPMENT, TOOLS, SUPPLIES, ETC. AS REQUIRED TO PERFORM WORK AS WELL AS REQUIRED INSURANCE, LICENSES, ETC. PER THE ATTACHED SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS BID.

DESCRIPTION

COST PER MONTH

COST PER YEAR

1.	Mowing, Trimming, Edging Retention Areas	\$ _____	X 12 Months =	\$ _____
2.	Fertilizing (add-on alternate)	\$ _____	X 12 Months =	\$ _____
3.	Additional Work Pricing (if / when required)			
	a) Sod Replacement	\$ _____	Sq. Ft. price	
	b) Plant & Tree Installation	\$ _____	Per Hour, Per Worker	
	c) Fertilizing	\$ _____	Per <u>Gallon</u>	
	d) Addition Pest Control	\$ _____	Per <u>Pound</u>	
	e) Additional Pest Control	\$ _____	Per Hour, Per Worker	
	f) Fire Ant Control	\$ _____	Per Hour, Per Worker	

SCHEDULE OF PRICING

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

➤ **AREA #1 Water Retention Lindell Blvd. and South Dixie Highway**

	DESCRIPTION	QTY.	COST PER	COST PER <u>YEAR</u>
1.	Mowing 5,000 sq. ft.	48 Per year	\$ _____ Per Mowing	\$ _____
2.	Edging 700 lineal ft.	48 Per year	\$ _____ Per Edging	\$ _____
3.	Weed Control – Shrub Beds 1,500 sq. ft.	12 Per year	\$ _____ Per Application	\$ _____
4.	Shrub/Hedge Pruning Thryallis, Firebush, Fakahatchee Grass Mar, Jun, Sept. & Dec. 200 – Shrubs, 700 lin. ft. hedging	4 Per year	\$ _____ Per Pruning	\$ _____
5.	Palm Pruning 19 Sabals	12 Per year	\$ _____ Per Application	\$ _____
6.	Weed & Feed - Bahia Mar. & Oct.	2 Applications	\$ _____ Per Application	\$ _____
7.	• Granular Insecticide f/Sod As Needed	2 Application	\$ _____ Per Application	\$ _____
8.	• Foliar Insect Spray f/Shrubs As Needed	2 Applications	\$ _____ Per Application	\$ _____
9.	• Granular Fungicide f/Sod	2 Applications	\$ _____ Per Application	\$ _____
10.	Shrub & Shade Tree Fertilization 10-10-10 w/micros 8 Shade Trees 1,500 sq. ft. Shrubs	2 April & Sept.	\$ _____ Per Application	\$ _____
11.	Palm Fertilization 13-13-13 w/micros 19 Sabal Palms	2 April & Sept	\$ _____ Per Application	\$ _____
12.	Granular Pre-emergent herbicide Apply prior to mulching 1,500 sq. ft.	2 Per year	\$ _____ Per Application	\$ _____
13.	=>Mulching – 1” (5 cubic yards) Total = 60	12 Per year	\$ _____ Per Application	\$ _____

Total Bid Price	\$ _____
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• **IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST**

• IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST

SCHEDULE OF PRICING

BID No. 2015-39

➤ **NE 3RD AVENUE RETENTION AREA "A"**

	DESCRIPTION	QTY.	COST PER	COST PER <u>YEAR</u>
1.	Mowing 15,000 sq. ft.	48 Per Year	\$ _____ Per Mowing	\$ _____
2.	Edging 700 lineal ft.	48 Per year	\$ _____ Per Edging	\$ _____
3.	Weed Control – Shrub Beds 1,500 sq. ft.	12 Per year	\$ _____ Per Application	\$ _____
4.	Shrub/Hedge Pruning Thryallis, Firebush, Fakahatchee Grass Mar, Jun, Sept. & Dec. 200 – Shrubs, 700 lin. ft. hedging	4 Per Year	\$ _____ Per Pruning	\$ _____
5.	Palm Pruning 25 Sabals	12 Per year	\$ _____ Per Application	\$ _____
6.	Weed & Feed - Bahia Mar. & Oct.	2 Applications	\$ _____ Per Application	\$ _____
7.	• Granular Insecticide f/Sod As Needed	2 Application	\$ _____ Per Application	\$ _____
8.	• Foliar Insect Spray f/Shrubs As Needed	2 Applications	\$ _____ Per Application	\$ _____
9.	• Granular Fungicide f/Sod	2 Applications	\$ _____ Per Application	\$ _____
10.	Shrub & Shade Tree Fertilization 10-10-10 w/micros 10 Shade Trees 1,500 sq. ft. Shrubs	2 April & Sept.	\$ _____ Per Application	\$ _____
11.	Palm Fertilization 13-13-13 w/micros 19 Sabal Palms	2 April & Sept	\$ _____ Per Application	\$ _____
12.	Granular Pre-emergent herbicide Apply prior to mulching 1,500 sq. ft.	2 Per year	\$ _____ Per Application	\$ _____
13.	=>Mulching – 1” (5 cubic yards) Total = 60	12 Per year	\$ _____ Per Application	\$ _____

Total Bid Price	\$ _____
------------------------	----------

• IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST

SCHEDULE OF PRICING

BID No. 2015-39

➤ **NE 3RD AVENUE RETENTION AREA "B"**

	DESCRIPTION	QTY.	COST PER	COST PER <u>YEAR</u>
1.	Mowing 15,000 sq. ft.	48 Per Year	\$ _____ Per Mowing	\$ _____
2.	Edging 100 lineal ft.	48 Per year	\$ _____ Per Edging	\$ _____
3.	Weed Control – Shrub Beds 900 sq. ft.	12 Per year	\$ _____ Per Application	\$ _____
4.	Shrub/Hedge Pruning Thryallis, Firebush, Fakahatchee Grass Mar, Jun, Sept. & Dec. 92 – Shrubs, 100 lin. ft. hedging	4 Per Year	\$ _____ Per Pruning	\$ _____
5.	Palm Pruning 21 Sabals	12 Per year	\$ _____ Per Application	\$ _____
6.	Weed & Feed - Bahia Mar. & Oct.	2 Applications	\$ _____ Per Application	\$ _____
7.	• Granular Insecticide f/Sod As Needed	2 Application	\$ _____ Per Application	\$ _____
8.	• Foliar Insect Spray f/Shrubs • As Needed	2 Applications	\$ _____ Per Application	\$ _____
9.	• Granular Fungicide f/Sod	2 Applications	\$ _____ Per Application	\$ _____
10.	Shrub & Shade Tree Fertilization 10-10-10 w/micros 5 Shade Trees 1,500 sq. ft. Shrubs	2 April & Sept.	\$ _____ Per Application	\$ _____
11.	Palm Fertilization 13-13-13 w/micros 19 Sabal Palms	2 April & Sept	\$ _____ Per Application	\$ _____
12.	Granular Pre-emergent herbicide Apply prior to mulching 900 sq. ft.	2 Per year	\$ _____ Per Application	\$ _____
13.	=>Mulching – 1” (5 cubic yards) Total = 60	12 Per year	\$ _____ Per Application	\$ _____

Total Bid Price	\$ _____
------------------------	----------

- IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST

SCHEDULE OF PRICING

BID No. 2015-39

➤ NE 3RD AVENUE RETENTION AREA "C"

	DESCRIPTION	QTY.	COST PER	COST PER <u>YEAR</u>
1.	Mowing 15,000 sq. ft.	48 Per Year	\$ _____ Per Mowing	\$ _____
2.	Edging 400 lineal ft.	48 Per year	\$ _____ Per Edging	\$ _____
3.	Weed Control – Shrub Beds 1,000 sq. ft.	12 Per year	\$ _____ Per Application	\$ _____
4.	Shrub/Hedge Pruning Thyrallis, Firebush, Fakahatchee Grass Mar, Jun, Sept. & Dec. 60 – Shrubs, 400 lin. ft. hedging	4 Per Year	\$ _____ Per Pruning	\$ _____
5.	Palm Pruning 15 Sabals	12 Per year	\$ _____ Per Application	\$ _____
6.	Weed & Feed - Bahia Mar. & Oct.	2 Applications	\$ _____ Per Application	\$ _____
7.	• Granular Insecticide f/Sod As Needed	2 Application	\$ _____ Per Application	\$ _____
8.	• Foliar Insect Spray f/Shrubs As Needed	2 Applications	\$ _____ Per Application	\$ _____
9.	• Granular Fungicide f/Sod	2 Applications	\$ _____ Per Application	\$ _____
10.	Shrub & Shade Tree Fertilization 10-10-10 w/micros 8 Shade Trees 1,500 sq. ft. Shrubs	2 April & Sept.	\$ _____ Per Application	\$ _____
11.	Palm Fertilization 13-13-13 w/micros 19 Sabal Palms	2 April & Sept	\$ _____ Per Application	\$ _____
12.	Granular Pre-emergent herbicide Apply prior to mulching 1,500 sq. ft.	2 Per year	\$ _____ Per Application	\$ _____
13.	=>Mulching – 1” (6 cubic yards) Total = 72	12 Per year	\$ _____ Per Application	\$ _____

Total Bid Price	\$ _____
------------------------	----------

- IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST

ADDITIONAL INFORMATION REQUEST

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

PLEASE ATTACH THE FOLLOWING DOCUMENTS AFTER THIS PAGE

➤ **Please attach the following documents after this page.**

		Yes	No
1.	Equipment List		
2.	Current Accounts		
3.	Number of Full Time Employees		
4.	Number of Years as a Landscape Maintenance Contractor		
5.	Delray Business Tax License Number		
6.	State Applicators License Number		

➤ **List of fertilizers / chemicals to be used. Document listing maybe attached.**

Fertilizers	Chemicals

➤ **Attachments:** Yes No

♦ **FAILURE TO INCLUDE ALL INFORMATION NOTED ABOVE WITH BID SUBMITTED MAY ELIMINATE YOUR COMPANY FROM THE BIDDING PROCESS; PRIOR OR AFTER SUBMITTALS WILL NOT BE ACCEPTED.**

EQUIPMENT LIST
BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE

	Type of Equipment	Make	Model	Year
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Letter of guarantee from a supplementary source for acquiring additional equipment/truck/vehicles in the event they are required? ☐ Yes ☐ No

PROFESSIONAL REFERENCES

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

***Please complete this page or attach your reference page to this sheet.**

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Submitted By: _____ **Date:** _____

VENDOR NAME

INSURANCE REQUIREMENTS

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. *Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.*
2. *Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:*
 - a) *Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.*
 - b) *Premises and/or Operations.*
 - c) *Independent Contractors.*
 - d) *Products and/or Completed Operations.*
 - e) *No exclusion for Underground, Explosion or Collapse hazards.*
3. *Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:*
 - a) *Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.*
 - b) *Owned Vehicles.*
 - c) *Hired and Non-Owned Vehicles.*
 - d) *Employer Non-Ownership.*
4. *Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "Sample of Insurance Certificate".*

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OP ID: KR

DATE (MM/DD/YYYY)

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 ABC Insurance Company Address	Phone: Fax:	CONTACT NAME: John Doe PHONE: _____ FAX: _____ A/C No. Ext: _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____
INSURED Contractor Name Address		

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 BULK INSL. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per person) \$ _____
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ _____ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				TWO STATUTORY LIMITS E.L. EACH ACCIDENT 1 \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Delray Beach is listed as Additional Insured

Project Name:

Project Number:

30 Days Notice for Cancellation

CERTIFICATE HOLDER City of Delray Beach 100 NW 1 st Avenue Delray Beach, FL 33444	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. - 30 Days Notice AUTHORIZED REPRESENTATIVE: _____
--	--

ACORD 25 (2010/05)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This Insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

**CITY OF DELRAY
BID SIGNATURE FORM**

BID No. 2015-39

**STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE**

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ <i>Name as registered with their State of origin</i>	
BUSINESS STREET ADDRESS ➤ <i>P.O. Box address not permitted</i>	
CITY, STATE, ZIP CODE	

MAILING ADDRESS: ☐ Check if same as Business address above.

BUSINESS MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATURE <i>(Written)</i>	
PRINT NAME	
TITLE <i>(of person signing form)</i>	
DATE	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

VENDOR SERVICE REP FOR ORDER PLACEMENT NAME	
TELEPHONE / CELL NUMBER	
FAX	
EMAIL ADDRESS	

CITY OF DELRAY BEACH

STATEMENT OF "NO BID"

BID No. 2015-39

STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email to nadal@mydelraybeach.com

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	
Minority Owned Business: <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Woman <input type="checkbox"/> Other _____	

We, the undersigned have declined to bid on BID No. 2015-39 due to the following reason(s).
Please indicate below with an "X":

	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
	Insufficient time to respond to the Invitation to Bid
	We do not offer this product or an equivalent
	Our product schedule would not permit us to perform
	Unable to meet specifications
	Unable to meet bond requirements
	Specifications unclear (explain below)
	Other (specify below)

REMARKS / OTHER

Submitted By: _____

SUBMITTAL CHECK LIST

BID No. 2015-39 STORMWATER RETENTION AREAS LANDSCAPE MAINTENANCE

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Check List Form</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Bid Signature Form</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Schedule of Pricing (check for accuracy)</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Addenda Acknowledgement (if any)</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Indemnity/Hold Harmless Agreement</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Cone of Silence</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Drug Free Workplace Certification</i> |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | <i>Professional References</i> |

JOINT BIDDING, CO-OPERATIVE AGREEMENT

Will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies. ☐ YES ☐ NO

STATEMENT OF UNDERSTANDING

I, _____ hereby acknowledge and declare that I have read and understand the "Invitation to Bid" document in full for Stormwater Retention Areas, BID #2015-39 for the City of Delray Beach and completely understand the requirements and expectation of the.

BID INFORMATION WAS OBTAINED FROM?

- ☐ DemandStar ☐ Newspaper Advertisement ☐ City Hall ☐ Email
- ☐ Other, please specify: _____

**CITY OF DELRAY BEACH
ATTACHMENTS**

**BID No. 2015-39
STORMWATER RETENTION AREAS
LANDSCAPE MAINTENANCE**

⇒ **Prior Tab Sheets**

BID OPENING: DECEMBER 17, 2013 @ 11:00 A.M.

LANDSCAPE MAINTENANCE STORM WATER RETENTION AREAS

BID No. 2014-13

* Vendor error correction made

Item Description	Creative Lawn Maintenance	Alpha Scape LLC	Lawn Wizard USA, Inc.	Gator Landscaping, Inc.	Complete Property Services of South Florida	Batalian Enterprises d/b/a Propertyworks, Inc.	First Genesis Lawn Service	Earthly Designs Resources d/b/a Mobile Lawn Service
1 Mowing, Trimming, Edging Retention Areas 1 Yearly Cost	\$12,800.04	\$9,336.00	\$12,000.00	\$18,202.80	\$18,300.00	\$17,940.00	\$14,400.00	\$17,100.00
2 Fertilizing (Add on Alternate) 2 Yearly Cost	\$1,200.00	\$2,580.00	\$1,500.00	\$2,619.72	\$3,300.00	\$2,700.00	\$2,100.00	\$3,000.00
3 Area #1 Lindell Blvd. & South Dixie Highway	\$2,880.00	\$3,830.00	\$3,462.00	\$4,637.00	\$4,450.00	\$5,090.00	\$9,380.00	\$14,640.00
4 Area "A" NE 3rd Avenue	\$4,539.84	\$4,724.00	\$5,166.00	\$4,699.00	\$5,670.00	\$6,210.00	\$9,380.00	\$17,064.00
5 Area "B" NE 3rd Avenue	\$3,480.00	\$4,724.00	\$4,690.00	\$4,964.00	\$5,220.00	\$5,400.00	\$9,380.00	\$12,104.00
6 Area "C" NE 3rd Avenue	\$4,279.68	\$4,864.00	\$5,011.80	\$4,452.00	\$5,530.00	\$5,760.00	\$9,380.00	\$12,440.00
7 List of Equipment	YES	YES	YES	YES	YES	YES	YES	YES
8 List of Current Accounts	YES	YES	YES	YES	YES	NO	YES	YES
9 Number of full time employees	7	4	80 to 100	27	40	56	6	5 to 6 (part-time)
10 Number of years as a "Landscape Maintenance Contractor"	3	7	8	21	25	8	23	15
11 Delray Beach Business Tax License	N/A	YES	YES	*YES N/A	YES	YES	YES	NO
12 State Applicators License	YES	YES	YES	N/A	YES	YES	YES	YES
13 Total	\$29,179.56	\$30,058.00	\$31,829.80	\$39,574.52	\$42,470.00	\$43,100.00	\$54,020.00	\$76,348.00
REMARKS: Offers from the vendors listed herein are the only offers received timely as of the above opening date and time								

POSTED: 12/18/2013