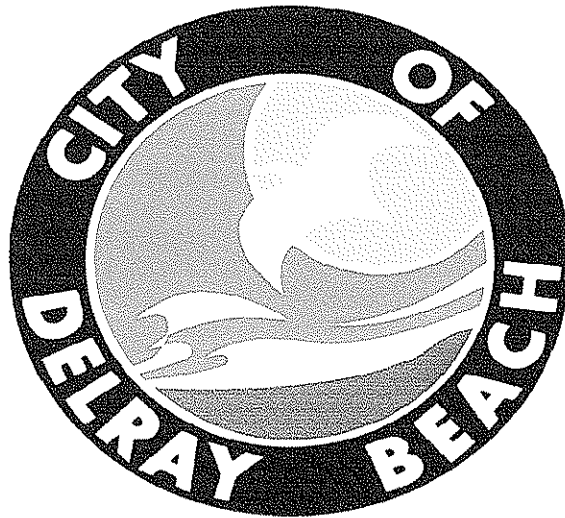


CITY OF DELRAY BEACH

BID NO. 2011-05 LANDSCAPE MAINTENANCE STORMWATER RETENTION AREAS - ANNUAL CONTRACT



Mayor - Nelson S. McDuffie
Vice Mayor - Adam Frankel
Deputy Vice Mayor - Angeleta Gray
Commissioner - Fred B. Fetzer
Commissioner - Gary P. Eliopoulos
City Manager - David T. Harden

Purchasing Department
100 N.W. 1st Avenue, Delray Beach, FL 33444
(561) 243-7161 / 7163 FAX # (561) 243-7166

CITY OF DELRAY BEACH

INVITATION TO BID

**PURCHASING OFFICE
100 N.W. 1st AVENUE
DELRAY BEACH, FL 33444
(561) 243-7161 / 7363 FAX: 243-7166**

BID NO: 2011-05

DATE: February 4, 2011

TITLE: Landscape Maintenance for Stormwater Retention Areas - Annual Contract

BIDS MUST BE RECEIVED ON OR BEFORE: February 16, 2011 prior to 11:00 AM at which time all bids will be publicly opened and read.

INVITATION TO BID

This Invitation to 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.

PURPOSE: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW First Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE, AND DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above. **RETURN ONE (1) ORIGINAL AND (1) COPY ALL BID SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) 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.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. SUBMISSION AND RECEIPT OF BIDS:

- 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 are 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:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) 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.

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. 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 an Occupational License before a Notice To Proceed will be issued.
- C. LIABILITY INSURANCE: The City prefers the insurance and bonding companies 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 13 & 14 for Insurance Requirements. A "sample" certificate has been attached.

15. 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.

16. AWARD OF CONTRACT:

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 contract 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 upon request. State Sales Tax Exemption Certificate No. 85-8012621559C-4, expiration date 08/31/2012, appears on each purchase order.

18. FAILURE TO BID:

If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME MAY BE REMOVED FROM OUR MAILING LIST.**

19. EXCEPTIONS TO CONDITIONS, 1 THRU 19 (Boiler Plate)

Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

20. RENEWAL:

The City Manager may renew the contract, at the same terms, conditions, and prices, TWO consecutive term(s) of ONE year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest 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 it's branches.

23. 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.

24. 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 consultant under contract with any public entity, and may not transact business with any public entity.

STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 20____, 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

Invitation to Bid	1 - 5
Standard Form of Agreement	6 - 10
Corporate Acknowledgment	11
Certificate	12
Insurance Requirement/Sample Ins. Form	13 - 14
Drug Free Work Place Certification	15
Specifications	16 - 19
Technical Specifications	20 - 21
Special Conditions	22 - 26
Schedule of Pricing	27 - 31
Additional Information Request	32
References	33
Bid Signature Page	34
Statement of No Bid	35

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 attorneys' 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. 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: _____
Nelson S. McDuffie, 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)

INSURANCE REQUIREMENTS

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.
3. 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".

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			NAIC #
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTD. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occ/yr) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				☐ NO STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
This certificate is issued as required by Contract... (identify contract).					
Certificate holder is named as an additional insured.					
CERTIFICATE HOLDER			CANCELLATION		
CITY OF DELRAY BEACH CITY HALL 100 NW 1ST AVEUNE DELRAY BEACH, FL 33444			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

DRUG FREE WORKPLACE CERTIFICATION

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 abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender 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

SPECIFICATIONS

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 18, 2011**, and expiring one year later. The City Manager may renew the contract, at the same terms, conditions, and price(s) for two (2) consecutive terms of one (1) year per paragraph #20 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.

G. **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 QUOTATION 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.

All questions should be submitted seven (7) business days prior to bid opening.

- 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

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 #	Location	Acres	Lot Size	Section
91-57	NW 10 th Avenue & Lake Ida Rd.	1.72	2.08	8
93-12	*Sterling Road & Southridge Rd.	0.05	0.32	20
94-84 E & W	*SW 10 Avenue & Wallace Drive (2 sites)	1.02	1.07	20
96-10E	*55 SE 10 Street	0.55	0.68	21
96-10S	Park Avenue & Dixie Highway (3 sites)	0.20	0.37	21
96-10W	S0 Swinton Avenue & SE10th Street	0.67	1.50	21
96-15	Lake Ida Road & Roosevelt Avenue	1.18	2.14	8
99.61	SW 4 th Avenue & SW 1 st Street	0.55	0.76	17
00-45	*Linton Blvd & Dixie Highway	0.56	0.75	29
02-040A	NE 3 rd Ave & Between NE 17 th & NE 18th St	0.31	0.45	9
02-040B	NE 3 rd Ave & Between NE 15 th & NE 16th St	0.27	0.30	9
02-040C	NE 3 rd Ave & NE 14 th Street	0.31	0.41	9
03-020	SW 7 th Avenue & SW 4 th Street	0.32	0.32	20
03-062A	Dr Carol Krol Way	1.22	1.73	18
03-062B	NW 15 th Avenue & NW 3 rd Street	0.77	0.77	17
	TOTAL ACREAGE	9.7	13.65	

⇒ 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 #	Location
93-12	*Sterling Road & Southridge Rd.
94-84 E & W	*SW 10 Avenue & Wallace Drive (2 sites)
96-10E	*55 SE 10 Street
00-45	*Linton Blvd & 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

Landscape Maintenance Functions and Tasks

1.0 TURF CARE

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

1.1. MOWING GENERAL:

- a. Mowing shall be performed in a workman-like manner that ensures smooth surface appearance without scalping or leaving any "missed" uncut grass.
- b. 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.
- c. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- d. 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.
- e. 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.
- f. Mowing will not be done when weather or conditions will result in damaged turf.
- g. Trim / edge each time area mowed.

1.2 MOWING SPECIFICS (ST. AUGUSTINE GRASS):

N/A

1.3 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 non-cypress mulch (**not red mulch**) shall be added to planting beds on a monthly. 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 and the price schedule breakdown is listed on the "Schedule of Pricing" page 28, 29, 30, 31.

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

(Total Page Bid Page)

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.

I. MOWING, TRIMMING, EDGING RETENTION AREAS:

$$\text{\$ } \frac{\quad}{\text{PER MONTH}} \times 12 \text{ MONTHS} = \text{\$ } \frac{\quad}{\text{TOTAL YEARLY COST}}$$

II. FERTILIZING (ADD ON ALTERNATE):

$$\text{\$} \frac{\text{PER MONTH}}{\text{PER MONTH}} \times 12 \text{ MONTHS} = \text{\$} \frac{\text{TOTAL YEARLY COST}}{\text{TOTAL YEARLY COST}}$$

III. PRICING FOR ADDITIONAL WORK (IF NEEDED)

	<u>Description</u>	<u>Price</u>
1.	Sod Replacement - sq. ft. price	\$ _____ / per sq. ft.
2.	Plant & Tree Installation – labor per hour/per worker	\$ _____ / per hr. per worker
3.	Fertilizing – labor per hour/per worker	\$ _____ / per hr. per worker
4.	Additional Pest Control – per 50 gal application	\$ _____ / per gallon
5.	Additional Pest Control – per 50 gal application	\$ _____ / per pound
6.	Fire Ant Contract - labor per/per worker	\$ _____ / per hr., per worker

SCHEDULE OF PRICING**AREA #1 Water Retention Lindell Blvd. and South Dixie Highway**

Mowing	5,000 sq. ft. / 44 per year	\$ _____ Per/Mowing	\$ _____
Edging	700 lineal ft / 22 per year	\$ _____ Per/edging	\$ _____
Weed Control in Shrub beds	1,500 sq. ft. / 22 per year	\$ _____ Per/Weeding	\$ _____
Shrub/Hedge Pruning Thryallis, Firebush, Fakahatchee Grass	4/per year-Mar, Jun., Sept. & Dec. 200 Shrubs 700 lineal ft. hedging	\$ _____ Per/Pruning	\$ _____
Palm Pruning	19 Sabals-2 times per year May & October	\$ _____ Per/Application	\$ _____
Weed & Feed Bahia	2 Applications March & October	\$ _____ Per/Application	\$ _____
Granular Insecticide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Foliar Insect Spray For Shrubs **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Granular Fungicide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Shrub & Shade Tree Fertilization 10-10-10 w/micros	April & Sept. 8 Shade Trees 1,500 sq. ft. Shrubs	\$ _____ Per/Application	\$ _____
Palm Fertilization 13-13-13 w/micros	April & Sept. 19 Sabal Palms	\$ _____ Per/Application	\$ _____
Granular Pre-emergent herbicide	Apply prior to Mulching 1,500 sq. ft.-2 per year	\$ _____ Per/Application	\$ _____
=>Mulching – 1” (5 cubic yards) Total=60	12 times per year	\$ _____ Per/Application	\$ _____
TOTAL BID PRICE			\$ _____

**** IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST.**

SCHEDULE OF PRICING**NE 3rd AVENUE RETENTION AREA "A"**

Mowing	15,000 sq. ft. / 44 per year	\$ _____ Per/Mowing	\$ _____
Edging	700 lineal ft / 22 per year	\$ _____ Per/edging	\$ _____
Weed Control in Shrub beds	1,500 sq. ft. / 22 per year	\$ _____ Per/Weeding	\$ _____
Shrub/Hedge Pruning Thyallis, Firebush, Fakahatchee Grass	4/per year-Mar, Jun., Sept. & Dec. 200 Shrubs 700 lineal ft. hedging	\$ _____ Per/Pruning	\$ _____
Palm Pruning	25 Sabals-2 times per year May & October	\$ _____ Per/Application	\$ _____
Weed & Feed Bahia	2 Applications March & October	\$ _____ Per/Application	\$ _____
Granular Insecticide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Foliar Insect Spray For Shrubs **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Granular Fungicide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Shrub & Shade Tree Fertilization 10-10-10 w/micros	April & Sept. 10 Shade Trees 1,500 sq. ft. Shrubs	\$ _____ Per/Application	\$ _____
Palm Fertilization 13-13-13 w/micros	April & Sept. 19 Sabal Palms	\$ _____ Per/Application	\$ _____
Granular Pre-emergent herbicide	Apply prior to Mulching 1,500 sq. ft.-2 per year	\$ _____ Per/Application	\$ _____
=>Mulching – 1” (5 cubic yards) Total=60	12 times per year NE 3rd Ave – Area A	\$ _____ Per/Application	\$ _____
		TOTAL BID PRICE	\$ _____

**** IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST.**

SCHEDULE OF PRICING**NE 3rd AVENUE RETENTION AREA "B"**

Mowing	15,000 sq. ft. / 44 per year	\$ _____ Per/Mowing	\$ _____
Edging	100 lineal ft / 22 per year	\$ _____ Per/Edging	\$ _____
Weed Control in Shrub beds	900 sq. ft. / 22 per year	\$ _____ Per/Weeding	\$ _____
Shrub/Hedge Pruning Thryallis, Firebush, Fakahatchee Grass	4/per year-Mar, Jun., Sept. & Dec. 92 Shrubs 100 lineal ft. hedging	\$ _____ Per/Pruning	\$ _____
Palm Pruning	21 Sabals-2 times per year May & October	\$ _____ Per/Application	\$ _____
Weed & Feed Bahia	2 Applications March & October	\$ _____ Per/Application	\$ _____
Granular Insecticide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Foliar Insect Spray For Shrubs **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Granular Fungicide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Shrub & Shade Tree Fertilization 10-10-10 w/micros	April & Sept. 5 Shade Trees 1,500 sq. ft. Shrubs	\$ _____ Per/Application	\$ _____
Palm Fertilization 13-13-13 w/micros	April & Sept. 21 Sabal Palms	\$ _____ Per/Application	\$ _____
Granular Pre-emergent herbicide	Apply prior to Mulching 900 sq. ft.-2 per year	\$ _____ Per/Application	\$ _____
=>Mulching – 1” (5 cubic yards) Total=60	12 times per year NE 3rd Ave – Area B		
		TOTAL BIL PRICE	\$ _____

**** IF NEEDED, APPLICATION SHALL BE PROVIDED AT THE UNIT COST.**

SCHEDULE OF PRICING**NE 3rd AVENUE RETENTION AREA "C"**

Mowing	15,000 sq. ft. / 44 per year	\$ _____ Per/Mowing	\$ _____
Edging	400 lineal ft / 22 per year	\$ _____ Per/Edging	\$ _____
Weed Control in Shrub beds	1,000 sq. ft. / 22 per year	\$ _____ Per/Weeding	\$ _____
Shrub/Hedge Pruning Thyallis, Firebush, Fakahatchee Grass	4/per year-Mar, Jun., Sept. & Dec. 60 Shrubs 400 lineal ft. hedging	\$ _____ Per/Pruning	\$ _____
Palm Pruning	15 Sabals-2 times per year May & October	\$ _____ Per/Application	\$ _____
Weed & Feed Bahia	2 Applications March & October	\$ _____ Per/Application	\$ _____
Granular Insecticide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Foliar Insect Spray For Shrubs **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Granular Fungicide For Sod **	2 Applications as needed	\$ _____ Per/Application	\$ _____
Shrub & Shade Tree Fertilization 10-10-10 w/micros	April & Sept. 8 Shade Trees 1,500 sq. ft. Shrubs	\$ _____ Per/Application	\$ _____
Palm Fertilization 13-13-13 w/micros	April & Sept. 15 Sabal Palms	\$ _____ Per/Application	\$ _____
Granular Pre-emergent herbicide	Apply prior to Mulching 1,500 sq. ft.-2 per year	\$ _____ Per/Application	\$ _____
Mulching – 1” (6 cubic yards) total=72	12 times per year	\$ _____ Per/Application	\$ _____
		TOTAL BID PRICE	\$ _____

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

ADDITIONAL INFORMATION REQUEST

PLEASE ATTACH THE FOLLOWING DOCUMENTS

LIST OF EQUIPMENT: _____ YES _____ NO

LIST OF CURRENT ACCOUNTS _____ YES _____ NO

NUMBER OF FULL TIME EMPLOYEES _____

NUMBER OF YEARS AS A LANDSCAPE MAINTENANCE CONTRACTOR _____

DELRAY BEACH OCCUPATION LICENSE # _____

STATE APPLICATORS LINCENSE # _____

LIST OF FERTILIZERS/CHEMICALS TO BE USED: (Can be an attachment if needed)

ATTACHMENTS: _____ YES _____ NO

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

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

Vendor: _____

.....

BID SIGNATURE FORM

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

BID No. 2011-05

Opening Date: February 16, 2011

BID TITLE: Landscape Maintenance for Stormwater Retention Areas Annual Contract

COMPANY NAME: _____ DATE: _____

NAME/TITLE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

FEDERAL TAX I.D. #: _____ - _____

TELEPHONE: (_____) _____

FACSIMILE (_____) _____

*SIGNATURE _____

VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER:

CONTACT NAME: _____

TELEPHONE: (_____) _____

COMPANY NAME: _____

STATEMENT OF NO BID**Bid # 2011-05 Landscape Maintenance Stormwater Retention Areas - Annual Contract**

If you are not bidding on this service/commodity, please complete and return this form to:
 City of Delray Beach Purchasing Office, 100 NW 1st Avenue, Delray Beach, FL 33444 or fax to (561) 243-7166.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Delray Beach.

COMPANY NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP _____

TELEPHONE: (_____) _____

SIGNATURE: _____

DATE: _____

Minority Owned Business:

() Black () Hispanic () Woman () Other _____
 (Specify)

We, the undersigned have declined to bid on your **Bid # 2011-05**

For: Landscape Maintenance for Stormwater Retention Areas - Annual Contract

____ 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: _____

ATTACHMENT

PREVIOUS BID TABSHEET

CITY OF DELRAY BEACH

BID # 2008-26

LANDSCAPE MAINTENANCE STORMWATER RETENTION AREAS

ANNUAL CONTRACT

VENDOR ==>		Complete Property Services	Alpha Scape Lawn & Maintenance	Lawn Logic , LLC	Gator Landscaping Inc.	First Genesis Lawn Services, Inc.	Harry Maxine Landscaping, LLC
I. MOWING, TRIMMING, EDGING RETENTION AREAS:							
Total Per Month		\$1,760.00 mo.	\$2,115.00 mo.	\$2,189.00 mo.	\$2,140.00 mo.	\$2,200.00 mo.	\$2,050.00 mo.
Total Per Year		\$21,120.00 yr.	\$25,380.00 yr.	\$26,268.00 yr.	\$25,680.00 yr.	\$26,400.00 yr.	\$24,600.00 yr.
II. FERTILIZING (ADD ON ALTERNATE):							
Total Per Month		\$265.00 mo.	\$38.00 mo.	\$0.00 mo.	\$58.08 mo.	\$300.00 mo.	\$2,090.00 mo.
Total Per Year		\$3,180.00 yr.	\$456.00 yr.	\$0.00 yr.	\$697.00 yr.	\$6,000.00 yr.	\$25,080.00 yr.
Total Items I & II - Per Month		\$2,025.00 mo.	\$2,153.00 mo.	\$2,189.00 mo.	\$2,198.08 mo.	\$2,700.00 mo.	\$4,140.00 mo.
Total Items I & II - Per Year		\$24,300.00 yr.	\$25,836.00 yr.	\$26,268.00 yr.	\$26,377.00 yr.	\$32,400.00 yr.	\$49,680.00 yr.
III. PRICING FOR ADDITIONAL WORK (IF NEEDED)							
1	Sod Replacement (sq. ft. price)	\$0.65 sf	\$1.65 sf	\$0.65 sf	\$0.95 sf	\$0.75 sf	\$0.75 sf
2	Plant & Tree Installation (labor per hour per man)	\$25.00 hr	\$25.00 hr	\$18.00 hr	\$19.50 hr	\$19.00 hr	\$16.00 hr
3	Fertilizing (labor per hour per man)	\$25.00 hr	\$20.00 hr	\$18.00 hr	\$16.50 hr	\$15.00 hr	\$16.00 hr
4	Additional Pest Control - (price per 50 gal. application of insecticide)	\$100.00 gal	\$150.00 gal	\$70.00 gal	\$80.00 gal	\$70.00 gal	\$76.00 gal
	Additional Pest Control (price per 50 lb. application of insecticide)	\$80.00 lb	\$150.00 lb	\$80.00 lb	\$134.00 lb	\$80.00 lb	\$130.00 lb
5	Fire Ant Control (labor per hour per man)	\$25.00 hr	\$20.00 hr	\$18.00 hr	\$12.00 hr	\$15.00 hr	\$16.00 hr
A.	Area #1 Lindell Blve. and South Dixie Hwy. AREA BID TOTAL	\$4,170.00	\$4,440.00	\$3,798.00	\$5,478.00	\$5,040.00	\$9,925.00
B.	NE 3rd Avenue-Retention Area "A" AREA BID TOTAL	\$5,380.00	\$4,852.00	\$5,975.00	\$5,530.00	\$5,040.00	\$10,509.00
C.	NE 3rd Avenue-Retention Area "B" AREA BID TOTAL	\$4,620.00	\$4,500.00	\$5,675.00	\$5,614.00	\$5,040.00	\$9,548.00
D.	NE 3rd Avenue-Retention Area "C" AREA BID TOTAL	\$4,804.00	\$4,522.00	\$4,875.00	\$5,568.00	\$5,040.00	\$9,392.00
Contract Total-Item I, II, Areas A thru D		\$43,274.00	\$44,150.00	\$46,591.00	\$48,567.00	\$52,560.00	\$89,054.00
ADDITIONAL ITEMS REQUESTED							
♦LIST OF EQUIPMENT ATTACHED (Yes / No)		YES	YES	YES	YES	YES	YES
♦LIST OF CURRENT ACCOUNTS (Yes / No)		YES	YES	YES	YES	YES	YES
♦# OF FULL-TIME EMPLOYEES		59	3	101	17		7
♦# OF YEARS AS A LANDSCAPE MAINTENANCE CONTRACTOR		18	2	8	21	19	10
♦DELRAY BEACH OCCUPATION LICENSE #		07-00041089	08-00042828			1988-04565	
♦STATE APPLICATORS LICENSE #		JB114857	128569	324-0009320	1988-13887	LC107502	2001-19799
♦LIST/ATTACHED OF FERT/CHEM TO BE USED (Yes / No)		Yes	Yes	No	Hand Pulled	Yes	Yes
♦REFERENCES SUBMITTED (Yes / No)		Yes	Yes	Yes	Yes	Yes	Yes

CITY OF DELRAY BEACH
BID # 2008-26
LANDSCAPE MAINTENANCE STORMWATER RETENTION AREAS
ANNUAL CONTRACT

VENDOR ==>		Marc & Sons Landscape & Tree Services, LLC	Tate Landscaping	Latona View Lawn Crew Inc.	1st National Outsourcing Maintenance	Elan Lawn & Landscape Services	
I. MOWING, TRIMMING, EDGING RETENTION AREAS							
	Total Per Month	\$3,575.00 mo.	\$2,500.00 mo.	\$3,337.00 mo.	\$5,000.00 mo.	\$5,583.00 mo.	
	Total Per Year	\$42,900.00 yr.	\$30,000.00 yr.	\$40,044.00 yr.	\$60,000.00 yr.	\$66,996.00 yr.	
II. FERTILIZING (ADD ON ALTERNATE):							
	Total Per Month	\$520.00 mo.	\$2,119.00 mo.	\$1,600.00 mo.	\$760.00 mo.	\$570.00 mo.	
	Total Per Year	\$6,240.00 yr.	\$25,428.00 yr.	\$19,200.00 yr.	\$9,120.00 yr.	\$6,840.00 yr.	
Total Items I & II - Per Month		\$4,095.00 mo.	\$4,619.00 mo.	\$4,937.00 mo.	\$5,760.00 mo.	\$6,153.00 mo.	
Total Items I & II - Per Year		\$49,140.00 yr.	\$55,428.00 yr.	\$59,244.00 yr.	\$69,120.00 yr.	\$73,836.00 yr.	
III. PRICING FOR ADDITIONAL WORK (IF NEEDED)							
1	Sod Replacement (sq. ft. price)	\$0.75 sf	\$2.00 sf	\$2.00 sf	\$0.90 sf	\$0.68 sf	
2	Plant & Tree Installation (labor per hour per man)	\$20.00 hr	\$50.00 hr	\$25.00 hr	\$35.00 hr	\$20.00 hr	
3	Fertilizing (labor per hour per man)	\$15.00 hr	\$37.50 hr	\$25.00 hr	\$25.00 hr	\$22.00 hr	
4	Additional Pest Control - (price per 50 gal. application of insecticide)	\$70.00 gal	\$75.00 gal	\$200.00 gal	\$100.00 gal	\$25.00 gal	
	Additional Pest Control (price per 50 lb. application of insecticide)	\$80.00 lb	\$180.00 lb	\$125.00 lb	\$130.00 lb	\$150.00 lb	
5	Fire Ant Control (labor per hour per man)	\$15.00 hr	\$35.00 hr	\$25.00 hr	\$20.00 hr	\$22.00 hr	
A.	Area #1 Lindell Blvd. and South Dixie Hwy. AREA BID TOTAL	\$9,218.00	\$5,530.00	\$14,844.00	\$7,090.00	\$5,160.00	
B.	NE 3rd Avenue-Retention Area "A" AREA BID TOTAL	\$7,830.00	\$5,310.00	\$14,800.00	\$5,106.00	\$8,374.00	
C.	NE 3rd Avenue-Retention Area "B" AREA BID TOTAL	\$7,700.00	\$5,380.00	\$14,800.00	\$6,380.00	\$6,280.00	
D.	NE 3rd Avenue-Retention Area "C" AREA BID TOTAL	\$7,460.00	\$5,380.00	\$14,800.00	\$6,445.00	\$6,948.00	
Contract Total-Item I, II, Areas A thru D		\$81,348.00	\$77,028.00	\$118,488.00	\$94,141.00	\$100,598.00	
ADDITIONAL ITEMS REQUESTED							
♦LIST OF EQUIPMENT ATTACHED (Yes / No)		YES	YES		YES	YES	
♦LIST OF CURRENT ACCOUNTS (Yes / No)		YES	YES	YES	YES	YES	
♦# OF FULL-TIME EMPLOYEES		4	5	6	7	100	
♦# OF YEARS AS A LANDSCAPE MAINTENANCE CONTRACTOR		18	25	11	7	25	
♦DELRAY BEACH OCCUPATION LICENSE #			2004-04724	2003-01637	2003-23488	Applied For	
♦STATE APPLICATORS LICENSE #		JB4716	LC140333	LC115043	LC124157	LC-112426	
♦LIST/ATTACHED OF FERTI/CHEM TO BE USED (Yes / No)		Yes	Yes	Yes	Yes	YES	
♦REFERENCES SUBMITTED (Yes / No)		Yes	Yes	Yes	Yes	Yes	