



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

CITY OF HOLLYWOOD, FLORIDA

INVITATION FOR BID

BIDDER ACKNOWLEDGMENT

Bid Title: Citywide Draining of Swimming Pools Maintenance on Private Properties

Bid No.: F-4217-10-RD

Commodity/Service Required: As stated

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

Bid must be received prior to 3:00 P.M., Friday, November 6, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.

Procurement Services Contact: Ralph Dierks, Kimberly Kilpatrick or Macciano Lewis or his designee

Telephone No.: (954) 921-3223, (954) 921-3222 or (954) 921-3290

BIDDER ACKNOWLEDGMENT

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

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

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

CHECK BOX BELOW TO ACKNOWLEDGE THIS BID.

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by checking the Agree box listed below (if submitting Bid online) and by signing below in blue ink (if submitting Bid via mail, etc.), pages 2 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Agree

 Authorized Name (Type or Print)

 Title

 Date

 Authorized Signature



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

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

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

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

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

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

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

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

NOTICE TO ALL BIDDERS AND PROPOSERS

The City of Hollywood City Commission adopted by ordinance the “Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program (the Program).”

This is a “LOCAL BUSINESS PROGRAM” and the City of Hollywood strongly recommends that each Bidder/Proposer thoroughly reads, understands and complies with the Program as outlined in Exhibits A-D (As Applicable).

In accordance with the Local MBE/SBE Program, any bid/proposal which does not comply with the Program criteria SHALL BE RECOMMENDED FOR REJECTION FROM THE PROCUREMENT PROCESS.

For questions or additional information regarding Program compliance, please contact:

Arline Hampton, Director
The Department of Business & Economic
Development
2600 Hollywood Boulevard, Room 422
Hollywood, FL 33022-9045
Phone: (954) 921-3388
Fax: (954) 921-3497

CITY OF HOLLYWOOD TERMS AND CONDITIONS

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

remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
 - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
 - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.

25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgments or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
27. **Minority Business Enterprise and Local Small Business Enterprise Participation:** The City of Hollywood is strongly committed to ensuring the maximum participation of qualified local minority business and qualified local small business enterprises (MBEs/SBEs) as defined in the City of Hollywood's Local MBE/SBE Program on City projects as contractors and subcontractors for the procurement of goods and services.

Notification is hereby given that qualified local minority business and qualified local small business enterprises are encouraged to participate in the City of Hollywood's Local Minority Business Enterprise and Local Small Business Enterprise Program by submitting a bid/proposal package for this project. Local Minority Business Enterprise and Local Small Business Enterprise Program information and application can be obtained by visiting www.hollywoodfl.org/minority-small-business-enterprise/.

Bidders/Proposers are hereby notified that qualified local minority business enterprises and qualified local small business enterprises shall have the maximum opportunity to compete for and perform such contracts and subcontracts and provide material supplies for such contracts and subcontracts in accordance with the City's Local Minority Business Enterprise and Local Small Business Enterprise Program. Bidders/Proposers should complete the "Tabulation of Subcontractors and Material Suppliers" form (Exhibit A) listing all subcontractors and materials suppliers, including qualified local minority business enterprise and qualified local small business enterprise subcontractor and material suppliers that will participate on this project.

Enforcement of Program Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in, or eligibility to participate in the City of Hollywood's qualified local MBE/SBE obligations under a city contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City.

Violators of the City's Local Minority Business Enterprise and Local Small Business Enterprise Program may be subject to, on an individual and/or entity basis, debarment or suspension from participating in the City's contracts in accordance with the City of Hollywood's Debarment and Suspension Policy.

28. **Local Preference:** The City, pursuant to §38.50 of the City of Hollywood Code of Ordinances, shall grant a preference in the amount of five percent (5%) up to \$100,000 and two percent (2%) thereafter of the Bid price to vendors whose permanent business location is within Hollywood, Florida. The Vendor shall have the burden of demonstrating that it maintains an office or other site where it operates, conducts, engages in or carries on all or a portion of its business within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
29. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
30. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**BID FORM
CITY OF HOLLYWOOD, FLORIDA**

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

Special Instructions to Bidders (In addition to General Conditions)

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

PURPOSE:

The City of Hollywood is seeking bids to establish a contract from contractors interested in providing service to drain stagnant water and clean up refuse and debris from unsanitary, private swimming pools.

Contractors are required to furnish all labor, equipment and materials necessary to provide the requested service.

The term of this contract shall be for a period of two (2) years beginning upon the date of award. The City may renew this contract for two (2) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that the renewal will be in the best interest of the City.

BACKGROUND

The City's Office of Code Enforcement identifies private swimming pools requiring service, generates a work order, notifies the contractor, supervises the work through completion and verifies payment for the work performed.

The City of Hollywood will designate contractor(s) as authorized operators to drain stagnant water and clean up refuse and debris from unsanitary, private swimming pools within the limits of the City of Hollywood, Florida pursuant to, and strictly in accordance with Section 158.06 Ordinance O-2009-22 Work will be performed upon written notice from the City. Work shall be completed within forty-eight (48) hours of receipt of notice. Any emergency service request shall be completed the same day of notification.

Termination

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

CONTACTS:

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Sr. Procurement Specialist at (954) 921-3223, Kimberly Kilpatrick at 954-921-3222, or Macciano K. Lewis, Assistant Director, Budget and Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Sr. Procurement Specialist, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, rdierks@hollywoodfl.org or kkilpatrick@hollywoodfl.org.

SCOPE OF WORK

All water shall be drained from each pool requiring service. The water is to be maintained upon the private property of the location where the pool is located unless the necessary approvals have been obtained to direct the water elsewhere. In no instance will water be drained into the property's septic system.

Service shall include implementing measures to prevent the accumulation of standing water.

Service shall also include removal of any refuse/debris from the pool and cleaning dirt, algae and debris from walls and bottom surface of the pool. Contractor shall be responsible for properly disposing of all refuse/debris.

Contractor shall perform all work herein as an independent contractor and shall complete all work authorized according to his own means and methods of work which shall be in the exclusive charge and control of the contractor. Contractor shall not assign, transfer or sub-contract any work either in whole in part, without prior written approval of the City of Hollywood.

The vehicle(s) transporting equipment for performance of work shall be clearly identifiable by signs with full company name and telephone number displayed.

The contractor shall be fully responsible for the performance of the company and completion of all work as outlined in these specifications. Contractor shall employ sound practices and methods, standard in the industry. Supervision of personnel shall be conducted in a competent and profession manner. Personnel shall wear a uniform with the company name clearly visible.

Contractor must have a cell phone or beeper to facilitate contact.

Contractor must be capable of generating any electrical power required to perform the required work.

Contractor is responsible for obtaining all necessary permits and and/or approvals for each job prior to commencing any work.

Contractor shall properly dispose of all identified debris as required by all applicable Federal, State and local laws and regulations.

Contractor will check home for electric power. If no electric power, contractor must provide portable generator onsite.

Locate the nearest storm drain: Running hose will be utilized to pump out the water from the pool to the drain.

A picture will be taken of the pool prior to work start-up for comparison.

After the majority of the pool water is drained, a garden hose will be used to rinse away algae/sludge from the shallow end of the pool towards the pump.

Once the pool is completely rinsed, chlorine will be used to remove stains and/or embedded algae on the pool surface. This is accomplished by pouring the chlorine down the sides and all over the pool surface.

The next (very important) step involves access to the main drain plug. The drain plug will be removed so that it releases any pressure beneath the pool and therefore prevents a "pop out" or damage to the structure. If no main drain is available, contractor will drill a hole in the pool surface in the deep end to relieve pressure. The hole will be the minimum size necessary to release pressure and will be drilled in a manner so that the structural integrity of the pool is maintained. A representative of Code Enforcement will be consulted prior to drilling. Repair of the hole will be the responsibility of the property owner.

Contractor will install 2-3 rows of caution tape held up with wooden stakes around the perimeter of pool.

A picture is taken again to show the changes from the initial assessment. All photos will be submitted to Code Enforcement with invoice for service.

GENERAL CONDITIONS

In the performance of work, contractor shall take all precautions necessary and shall be solely responsible for the safety of said work and shall take such steps as may be necessary to protect persons and property, including, but not limited to the swimming pool structure and accessories, drain, plumbing, deck, filtration system, and heating system from damage or injury.

Upon completion or leaving site for any reason, contractor shall close and secure all gates or other points of access to the pool.

Any damage caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City of Hollywood.

Contractor shall be available to work a minimum of five (5) days per week, Monday through Friday.

No work shall be conducted before 7:00 a.m. or on Sundays, as per City Ordinance 21-49 Section 6. No work shall be performed after sunset.

Any damage to the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the City of Hollywood. Failure to restore said property within three (3) working days following notifications will result in a deduction from the next invoice of City expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore property to its original condition.

The contractor shall inform the City's Designee of any immediate safety hazards or vandalism (including graffiti) upon discovery in the field. The contractor shall contact the City to apply barricades where hazards exist to safeguard area until the City can correct the situation. The contractor shall fill any holes found constituting a hazard.

Bidder will provide to the City any history of citations and/or violations of environmental regulations. City reserves the right to consider bidder's history of citations and/or violations of environmental regulations in determining bidder's responsibility and further reserves the right to declare a bidder not responsible if the history of violations warrant such determination.

EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Hollywood. The contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

PAYMENT

Payment for work shall be authorized upon successful completion of work performed. If the contractor's performance does not show completion of maintenance items previously described, the City shall request corrective action to be taken at no charge to the City.

Payment for charges and services rendered shall be made for service performed during the previous two (2) week period after receipt of contractor's itemized bill. **Office of Code Enforcement** approved reports and charge slips (if applicable) shall be submitted to facilitate and expedite collection of charges from the property owners by the City of Hollywood.

AWARD

No warranty or guarantee is given or implied as to minimum or maximum amount of work assigned as a result of this bid, however, City will endeavor to provide a minimum of five (5) work order locations per call out to insure contractor feasible work assignment.

INSURANCE REQUIREMENTS:

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

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

Premises Operations	\$300,000.00
Products and Completed Operations	\$300,000.00
Blanket Contractual Liability	\$300,000.00
Personal Injury Liability	\$300,000.00
Expanded Definition of Property Damage	\$300,000.00

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

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

Combined Single Limit	\$100,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Signature)

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

(Company Name and Signature)

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

The contractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The contractor is also reminded that he must fully adhere to the Federal Occupational Safety & Health Act (OSHA).

AWARD:

The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

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

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

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

Name	Relationship
_____	_____
_____	_____

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

“PIGGYBACKING”

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

YES _____ NO _____

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

YES _____ NO _____

OTHER GOVERNMENTAL ENTITIES LOCATED WITHIN THE STATE OF FLORIDA?

YES _____ NO _____

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

“Pricing Page”

Bid Guarantee is attached in the amount of \$_____ (only if applicable to your bid)

NOTE: Give both unit price and extended total. Prices must be stated in units to quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. No spaces are to be left blank, but should be marked as follows:

- N/A = Not Applicable
- N/C = No Charge
- N/B = No Bid

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

Item	Qty.	Description	Unit Cost	Total Cost
1.	25	Basic uncomplicated drainage of swimming pools upon the City’s request. This includes pools that have access to electricity and no excessive debris that clogs the pump or prevents access to the main drain including piles of leaves, tree limbs or branches, lawn/patio furniture, tadpoles, frogs, snakes, or other miscellaneous items not regularly found in a swimming pool.	\$ _____	\$ _____
2.	10	Uncomplicated drainage of swimming pools upon the City’s request without electricity. This includes the above scenario (#1) but the home does not have power to supply to the sump pump. Contractor will provide a generator for drainage.	\$ _____	\$ _____
3.	10	Complicated drainage that has electricity. This means access to electricity, but the swimming pool has excessive debris that will clog the sump pump or make access to the main drain difficult. This scenario adds extra labor hours towards draining of the pool.	\$ _____	\$ _____
4.	10	Complicated drainage without electricity. This will include debris found in the pool as stated above along with requirement of a generator because no electricity is being supplied to the house. This scenario will also include a situation that is more labor intensive. Examples include shoveling of sludge and/or leaves to gain access to the main drain or to prevent the impeller of the sump pump from continually clogging.	\$ _____	\$ _____
GRAND TOTAL				\$ _____

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

BID SUBMITTAL COMPLETION CONFIRMATION:

_____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.

_____ I, the Bidder, acknowledge reading information relative to the City's ***“Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program*** as contained in this document and providing for such information. (if applicable to this proposal)

_____ I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.

_____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.

_____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.

_____ I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.

_____ I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.

_____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.

_____ I, the Bidder, have submitted one (1) original and three (3) copies of the entire bid document and addendums.

_____ I have read and completed (if applicable) the “Disclosure of Conflict of Interest”.

_____ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.

_____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____



EXHIBIT A

Tabulation of Subcontractors and Material Suppliers

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Hollywood. Please add more lines if necessary.

<u>Subcontractor Name and Address</u>	<u>Class of Work or Material</u>	<u>Must provide Percentage or Price of Work/ Materials to complete work</u>	<u>(Check appropriate Business Type)</u>		
			<u>Local Minority Business</u>	<u>Local Small Business</u>	<u>Other Business</u>
1. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Material Suppliers Name & Address</u>	<u>Supply/ Material</u>		<u>Local Minority Business</u>	<u>Local Small Business</u>	<u>Other Business</u>
1. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____			

Company Name: _____
 Date: _____

By: _____
 Title: _____

Completion and submission of this form with the bid is mandatory for bid to be considered responsive!



City of Hollywood, FL Subcontractor and Material Supplier Payment Certification

(Check the category that applies to this certification. One form to be completed for each Subcontractor and Material Supplier)

- a. Local SBE Subcontractor/Material Supplier
- b. Local MBE Subcontractor/Material Supplier
- c. Other Subcontractor/Material Supplier

Release of Lien information (agrees with) or (does not come from) _____ Payment Application.

Amount of Contract with Subcontractor or Material Supplier \$ _____.

Amount Paid to Date \$ _____ Percentage Paid to Date _____

This is to certify that _____
(Subcontractor of Material Supplier)

Received Partial or Final payment in the amount of \$ _____ on _____
(actual amount) (date)

from _____ for labor or materials used on
(Name of Prime Contractor)

(Contract/Project Name) (Contract/Project Number)

Printed _____ Signed _____
(Prime Contractor Official)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

(Notary Public) Commission Expires Notary Seal

Printed _____ Signed _____
(Official of Subcontractor or Material Supplier of over \$1,000 value)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

(Notary Public) Commission Expires Notary Seal

Due: Contractor shall provide a partial released of lien for each subcontractor and/or material supplier for amounts over \$1,000 based on the current schedule of values as attached to each Application and Certificate for Payment. This partial release of lien shall include the percentage of work completed this period and be provided to the City of Hollywood the earlier of 30 days after payment made to prime contractor or prior to the next payment request by the prime contractor

NOTE: If the Contractor without reasonable cause fails to make payment to Subcontractors and/or Material Suppliers within 15 working days after receipt by the Contractor of full or partial payment, the Contractor shall pay the Subcontractor and/or Material Supplier a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed.