

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM# 7C
DATE 2/13/12

Meeting Date: February 13, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Legal Ad: November 15, 2011 & November 22, 2011 Demandstar Broadcast Date: November 11, 2011

Item: E-Bid #20120012 - Termite Inspection Services for the Neighborhood Stabilization Program

Recommended Action:

Approval of Award and Contract Documents with Hulett Environmental Services, Inc, for the Termite Inspection Services for the Neighborhood Stabilization Program in the amount of \$35.00 per inspection. Contract period is twenty-four (24) months with an option to renew for an additional twenty-four (24) month period.

Exhibits: Department memo attached [X] yes [] no

Copies of the RFP Specifications and all Addenda, Responses from proposers, tabulation report, and all related documents.

Summary Explanation/Background Information: One (1) proposal was received on December 22, 2011 from Hulett Environmental Services, Inc. offering termite inspection services for \$35.00 each. This also includes a comprehensive report. The Community Services Department has reviewed the proposal and feels that it is fair and reasonable and would like to request City Council approval. The Contract period will be for twenty-four (24) months with an option to renew for an additional twenty-four (24) month period.

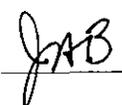
Purchase is budgeted in the 114 & 116 Funds.

Expenditure: **\$35.00 per Inspection**

Department requests expenditure from the following:

Fund	114 116	NSP 1 & NSP 3 Funds
Cost Center	5500	Projects
Object Code	549111	Repair & Rehab
Project	various	various

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests ___-0-___ minutes to make a presentation.

Submitted by: Tricia S. Pollard Date Submitted: 1/23/12

Title: Community Services Director

RECEIVED

JAN 23 2012

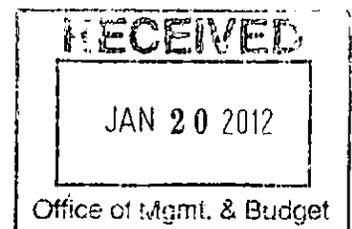
MEMORANDUM

TO: ROBYN HOLDER, OMB
FROM: TRICIA SWIFT-POLLARD, DIRECTOR, COMMUNITY SERVICES *TSP*
SUBJECT: NEIGHBORHOOD STABILIZATION PROGRAM
DATE: JANUARY 18, 2012
RE: SEALED BID # 20120012

Please move forward with approval of the following contractor to enter into a Fixed Price Contract for Termite Inspection Services for the Neighborhood Stabilization Program (NSP 1 & NSP 3)

Hulett Environmental Services Inc.

Please charge the following funds 116-5500-549111 and 114-5500-549111 and add this request as a City Council meeting agenda item. Should you have any questions or require additional information, please let me know.



**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID TABULATION REPORT**

BID # 20120012
OPENED: December 22, 2011
TIME: 3:00:00pm

RFP TITLE: Sealed Bid for Termite Inspection Services for the Neighborhood Stabilization Program

Bidder	Price Per Inspection	Number of Days ARO
Hulett Environmental Services	\$35.00	5 days
Accepts Visa	Yes	
Discount with Visa	0%	
Submitted Bid Bond	Yes	
Submitted 3 References	Yes	
Submitted License	Yes	
Submitted Questionnaire	Yes	
Submitted Insurance	Yes	
Acknowledged all Addenda	Yes	
Submitted Drug Free Form	Yes	
Company has ever filed for Bankruptcy	No	
Any Judgments	No	
Any Lawsuits	No	
Any Criminal violations	No	
Claiming Minority status	No	
Claiming HUD Section 3 status	No	
Claiming NSP3 vicinity hiring status	No	
Plan to hire additional employees to complete NSP jobs	No	

Number of RFP's received: 1
Number of Planholders: 11
Number of Potential Bidders: 321

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

**CITY OF PORT SAINT LUCIE
CONTRACT #20120012**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Hulett Environmental Services, Inc.**, 7670 Okeechobee Blvd., West Palm Beach, Florida 33411, Telephone No. (800) 285-7378 Fax No. (800) 688-3284, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean Tricia Swift-Pollard, Community Services Department, at (772) 871-5264, or her designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120012 for the Termite Inspection Services for the Neighborhood Stabilization Program are hereby incorporated by this reference and made a part of the Contract Documents.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall begin February 14, 2012 for a period of twenty-four (24) months terminating on February 13, 2014. At the end of each twenty-four (24) month period, the Contract will allow for mutually agreed upon economic adjustments in pricing up or down. In the event all work required in the Bid has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is \$35.00 for each residential termite inspection and comprehensive report. Payments will be made net thirty (30) days of receipt of Contractor's invoice provided the Project Supervisor approves invoice as provided in Section IX.

The Contractor shall not be paid additional compensation for any loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Termite Inspection Services for NSP

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Monthly invoices shall list all the residences inspected in the prior month with a copy of each comprehensive report. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Supervisor as provided in Section IX.

No payment for projects involving improvements to real property shall be due until Contractor delivers to the City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed and complete releases of liens from all sub-contractors used.

All invoices and correspondence relative to this contract must contain the purchase order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and the Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St.

Termite Inspection Services for NSP

Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120012 for Termite Inspection Services for the Neighborhood Stabilization Program shall be listed as additionally insured"**. Said policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Termite Inspection Services for NSP

The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

The Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials

Termite Inspection Services for NSP

delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by written mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations.

SECTION IX INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work performed in accordance with the terms and conditions of the Contract documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the Contract documents and that work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Such examination, inspection, or tests made by the Project Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION X ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall rule. If there is a conflict between the Contract and specifications, the Contract will rule.

SECTION XI LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XIII ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted by the City. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the

Termite Inspection Services for NSP

Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XVI REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XVII APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XVIII RENEWAL OPTION

Termite Inspection Services for NSP

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services and/or materials required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, and the City agrees that said services and/or materials are required, then the City, without additional bidding or negotiation, may, with the mutual agreement of the all parties, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

**SECTION XIX
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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Termite Inspection Services for NSP

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of Hulett Environmental Services, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

**CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG**

BID # 20120012 *22*
OPENED: December ~~15~~, 2011
TIME: 3:00 p.m.

BID TITLE: Termite Inspections for the Neighborhood Stabilization Program

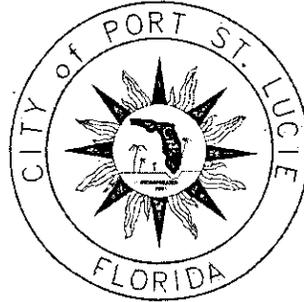
12 DEC 2011 4:33 225

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*Hulett
20120012-RH*

Bid Opening
Scaled Bid #20120012
Termite Inspection Services for NSP
December 22, 2011 @ 3:00 pm

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
	Aer Pegler	Health ENVIRONMENT	apegler@RUGS.com	F 778-465-4653 T
2.	Robyn Holder	City of PSC. DM3	Rholder@cityofpsc	F 772-811-5223 T 871-7337
3.				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T



CITY OF PORT ST. LUCIE

SEALED BID #20120012

**TERMITE INSPECTION SERVICES
FOR THE
NEIGHBORHOOD STABILIZATION PROGRAM**

Prepared By:
Robyn Holder, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293

INVITATION TO BID

Sealed Bid #20120012 for Termite Inspection Services of foreclosed homes purchased for the Neighborhood Stabilization Program will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, on **December 15, 2011 at 3:00 PM.**

The Federal Government has issued a Grant to the City of Port St. Lucie for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties and rehabilitate each of them for resale. Once the properties have been identified, a comprehensive termite inspection may be required. The termite inspection firm must be licensed by the Bureau of Entomology and Pest Control, a unit of the Florida Department of Agriculture and Consumer Services and have been in the termite inspection business for a minimum of five (5) years.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. It is the sole responsibility of the Bidder(s) to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five hundred (\$500.00) dollars, made payable to the City of Port St. Lucie. See Section 1.4 for other types of security.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are received in the Office of Management & Budget prior to the date and time specified above. Receipt of a bid in any other City office does not satisfy this requirement.

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

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**SPECIFICATIONS
SEALED BID #20120012**

Termite Inspection Services for the Neighborhood Stabilization Program (NSP)

OVERVIEW

The City of Port St. Lucie desires to obtain bids from qualified individuals, firms, and legal entities relative to Termite Inspection Services for the Neighborhood Stabilization Program (NSP). The Federal Government has issued a Grant to the City of Port St. Lucie for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified, a comprehensive termite inspection may be required prior to purchase or after purchase. The number of properties may vary from one at a time to multiples at a time. However, the City does not guarantee any work under this contract. The Contract period will be for twenty-four (24) months with an option to renew for one additional twenty-four (24) month period.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INTENT

It is the intent of the City to enter into a contract with the most qualified firm that provides the best value to the City for Termite Inspection Services who will be responsible for identifying any and all wood destroying organisms in the selected foreclosure properties. Treatment, if required, will be performed by others.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations to thoroughly inform them regarding existing facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Bidder(s).

1.4 Bid Security Bond: All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five hundred (\$500.00) dollars. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide".

The selected Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' security until a Contract has been executed, or until ninety (90) calendar days after the bid opening date, whichever is shorter.

1.5 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications.

The bid shall be awarded based on the lowest responsible, responsive bidder with consideration for Section 3 and/or Vicinity Hiring Certification as follows:

1) Section 3 Compliance:

- a) To ensure compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, the City shall give preference for project awards to Contractors who are certified as Section 3 business concerns.
- b) Credit for meeting Section 3 eligibility criteria shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 5% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged.
- c) Contractors shall to the greatest extent feasible assist in informing Section 3 businesses and residents (low and very low income persons in Port St. Lucie) of employment opportunities made available through NSP funding.
- d) The Contractor is strongly encouraged to provide a listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local Section 3 residents in hiring.

2) Vicinity Hiring Compliance:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP 3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:
- b) Census Tract 2005, Block Group 2: Bordered on the West by Florida's Turnpike, on the North by Eyerly Ave., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.
- c) To ensure compliance with NSP3 vicinity hiring the City shall give preference for this award to Contractors who live in the above described area and has been certified by the Vicinity Hiring Certification.
- d) Credit for contractors who live in the vicinity and are certified with the Vicinity Hiring Certification shall be incorporated into the evaluation of the award as follows: The eligible contractor will be determined to have the lowest responsive bid if that bid is not more than 7% higher than the total bid price of the lowest responsive bid from any responsible bidder. All other evaluation criteria remain unchanged. If contractor is certified under Section 3 and Vicinity Hiring, the total credit is limited to not more than 7% higher than the total bid price of the lowest responsive bid from any responsible bidder.

- e) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small business owned and operated by persons residing in the vicinity.

*The City's Local Preference policy does not apply.

To obtain information on Section 3 eligibility and Vicinity Hiring Certification go to the City's web site at www.cityofpsl.com and click on the blue button entitled "Neighborhood Stabilization – 3." Scroll down to "Hiring of Contractors for Repair of Homes" and choose Section 3 Compliance and/or Vicinity Hiring for NSP3. Information sheets are located in the respective areas.

1.6 Question and Answer Session – The City reserves the right to request a Formal Question and Answer Session during the Post Bid process to assist in evaluating the bids, if needed.

1.7 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. The City of Port St. Lucie may not be used as a reference. References are subject to verification by the City and will be utilized as part of the award process.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the original Bid Reply Sheet, three (3) hard copies, and any other documentation, which is required by this bid. The Bid Reply Sheet must be typed or printed and manually signed in ink, and include the total of bid.

NOTE: Bidders shall submit one (1) unbound original and two (2) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

Recap of bid submittal

1. Request Bid Specifications from DemandStar.
2. Complete company information on Bid Reply Sheet.
3. Enter total price on Bid Reply Sheet for each inspection.
4. Sign the Bid Reply Sheet.
5. Complete Contractor's Questionnaire.
6. Reference Check Forms (3 in total).
7. Return the Bid Reply Sheet and three (3) sets of bid documents and Bid Bond in an envelope marked with the bid number, title of bid, date and time of opening, and the vendor's name on the outside of the envelope.

1.9.1 Right to Reject - The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.9.3 Bid Opening Extension - The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.10 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made net thirty - (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids. All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number and VISA account number (if accepting payment by Visa). Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Liquidated Damages: Provisions for liquidated damages are set forth in the Contract.

The Contractor shall not be paid additional compensation for any and/or loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

All hourly manpower rates shall include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs associated with manpower.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies. Retainage can be negotiated if the Purchasing Card is used for payment.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.11 Execution of Contract or Purchase Order - Selected Bidder(s) will be required to execute a Standard City Contract (an example is included in this bid) within ten (10) days after notification by the City that the Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it.

NOTE: The selected Bidder(s) will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions do not submit a bid.

1.12 Contract Time: The Contract Period will be twenty four (24) months with an option to renew for an additional twenty-four (24) month period. The selected Bidder(s) will be required to commence work under this contract as needed upon notification within ten (10) calendar days. In the event all work required in the bid specifications has not been completed by the specified date, the selected Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered.

1.13 Failure to Execute Contract – Failure on the part of the selected Bidder(s) to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The selected Bidder(s) shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors, identify the tier level and identify the type of work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

1.15.1 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.

1.16 City's Public Relations Image – Selected Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Bidder(s) involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.17 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids

Termite Inspection Services for the NSP

that are equal with respect to price, quality, and service are received by the City 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. Please submit the form that is enclosed with your bid response.

1.18 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The selected Bidder(s) may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the selected Bidder(s).

1.19 Permits – The selected Bidder(s) shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.19.1 The selected Bidder(s) will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.20 Familiarity with Laws – The selected Bidder(s) is required to comply with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

1.21 Damage to Property – The selected Bidder(s) shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the selected Bidder(s), it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by selected Bidder(s), and at selected Bidder(s) expense. The selected Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard

2. SPECIAL REQUIREMENTS

2.1 Safety Precautions - The selected Bidder(s) shall erect and maintain all necessary safeguards for the protection of the selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

2.2 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Bidder(s) finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Bidder shall discontinue work on the subject area and inform the Project Supervisor of the discrepancy. The selected Bidder(s) shall thereafter proceed as authorized by the Project Supervisor who will document any modification to these specifications that he/she authorized in writing as soon as possible and direct the selected Bidder(s) as necessary.

2.3 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Project Supervisor, to the selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Supervisor, and is issued to the selected Bidder(s).

2.4 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder(s), or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, selected Bidder(s) shall promptly give to the Project Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Supervisor a written authorization signed by the Project Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Bidder(s).

2.5 Deductions - In the event the City deems it expedient to perform work which has not been done by the Selected Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the selected Bidder(s) as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the selected Bidder(s) and/or deducted from payments due to the selected Bidder(s). Deductions thus made will not excuse selected Bidder(s) from other penalties and conditions contained in the Contract.

2.6 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

3. SPECIFIC REQUIREMENTS

3.1 Scope of Work: - Each residence selected for the Neighborhood Stabilization Program may require a comprehensive termite inspection. The services shall include, but not limited to, identifying any and all

wood destroying organisms in the selected foreclosure properties. A completed comprehensive report, if required, shall be submitted to the City. Form DASC 13645 will be used for the report. Treatment, if required, will be performed by others. The City does not guarantee any amount of work under this contract.

3.2 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidders with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation within ten (10) days after notification that the Contract is available.

3.4 Failure to Execute - The failure on the part of the selected Bidder(s) to execute the Contract and/or deliver the required Insurance Certificates and other documentation within the specified time frame will be cause for the annulment of the award.

4. INSURANCE REQUIREMENTS – Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. **Insurance requirements are defined in the Contract Form.**

4.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of ten dollars (\$10.00), which will be added to the Contract price and paid prior to commencement of work.

4.2 Right to Review - The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

5. ADDITIONAL INFORMATION

5.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

5.2 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

5.3 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder, CPPB at (772) 344-4293. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Ms. Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a bidder to **any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia DemandStar.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

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**Bid Reply Sheet
Bid # 20120012**

Termite Inspection Services for the Neighborhood Stabilization Program

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Total Lump Sum Price for each residence inspection and report: \$ _____

5.4 Number of calendar days to provide the completed service from notification to inspection report:
_____ calendar days

The City makes no guarantee as to the actual quantity of residences to be inspected during the Contract period.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 4, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** – Bidder(s) agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ is an officer of the above firm who is duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

***** **(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*******

**CITY OF PORT SAINT LUCIE
CONTRACT #20120012**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Vendor, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean _____, Community Services Department, at (772) 871-5264, or her designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120012 for the Termite Inspection Services for the Neighborhood Stabilization Program are hereby incorporated by this reference and made a part of the Contract Documents.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ for a period of twenty-four (24) months terminating on _____. At the end of each twenty-four (24) month period, the Contract will allow for mutually agreed upon economic adjustments in pricing up or down. In the event all work required in the Bid has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is \$ _____ for each residential termite inspection and comprehensive report. Payments will be made net thirty (30) days of receipt of Contractor's invoice provided the Project Supervisor approves invoice as provided in Section IX.

The Contractor shall not be paid additional compensation for any loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Termite Inspection Services for the NSP

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Monthly invoices shall list all the residences inspected in the prior month with a copy of each comprehensive report. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Supervisor as provided in Section IX.

No payment for projects involving improvements to real property shall be due until Contractor delivers to the City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed and complete releases of liens from all sub-contractors used.

All invoices and correspondence relative to this contract must contain the purchase order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and the Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Bid #20120012

The Contractor agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120012 for Termite Inspection Services for the Neighborhood Stabilization Program shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention

Termite Inspection Services for the NSP

(SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

The Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by written mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations.

SECTION IX INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work performed in accordance with the terms and conditions of the Contract documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the Contract documents and that work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Such examination, inspection, or tests made by the Project Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION X ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall rule. If there is a conflict between the Contract and specifications, the Contract will rule.

SECTION XI LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XIII ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted by the City. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor

Termite Inspection Services for the NSP

shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XVI REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XVII APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XVIII RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services and/or materials required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, and the City agrees that said services and/or materials are required, then the City, without additional bidding or negotiation, may, with the mutual agreement of the all parties, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION XIX ENTIRE CONTRACT

Termite Inspection Services for the NSP

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page left intentionally blank

Termite Inspection Services for the NSP

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

**Contractor's Questionnaire
Bid #20120012**

Termite Inspection Services for the Neighborhood Stabilization Program

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of bidders to perform the work required. The bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the bidders.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this _____ day of _____, 2011.

Name of Organization / Bidder

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following:

When incorporated _____

In what State _____

Name of Officers: President _____

Vice President _____

Secretary _____

Treasurer _____

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

5. Firm's previous names (if any) What year(s)

6. Area of expertise: _____

7. How many years has your organization been in business? _____

8. Describe organization profile, including the size, range of activities, licenses, etc.

(Attached additional pages if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. What is the inspection experience of the principals and supervisory personnel of your organization?
(Add resumes to the back of this document.)

Name	Title	Years of Inspection Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed:

13. State your firm's commitment to perform in a timely fashion:

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

15. State your firm's ability to meet budget and schedule:

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Name	Address	Qualifications

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(Attached additional pages if necessary.)

19. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

21. List any judgments from lawsuits in the last five (5) years:

22. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

25. Is firm claiming to be a HUD Section 3 Business as defined under Section of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended)?

Yes () No ()

26. Is firm claiming to be qualified under NSP-3 Vicinity Hiring requirements?

Yes () No ()

(If you are not certified but think you might qualify or need information on Vicinity Hiring, go to www.cityofpsl.com, click on the blue Neighborhood Stabilization Program 3 button on the left hand side, and look for "Hiring of Contractors for Repair of Homes.")

27. Provide a listing of all employees you plan to have on the job site, full or part time, and indicate their principal occupation/job.

28. Do you plan to hire additional employees or contract with a new sub-contractor(s) to complete NSP jobs?

Yes () No ()

If "Yes" is checked, do you have a plan that promotes hiring of Section 3 residents/subcontractors or qualified individuals/subcontractors within the "Vicinity"? See references in 25 and 26 above.

(Add additional pages if necessary)

Balance of page left intentionally blank

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120012

Title: Termite Inspection Service for Neighborhood Stabilization Program

Bidder/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Did you receive any complaints from any of the residential customers?

Was each report a full comprehensive inspection report?

Did any reports have to be returned for corrections?

Approximately how many residential inspections has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish 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. Inform 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. Give 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), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: # _____

Bid Title: _____

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
SEALED BID #20120012
Termite Inspection Services for the Neighborhood Stabilization Program

Name of Bidder: _____

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:
City of Port St. Lucie, Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ Bid Reply Sheet, 1 original and 2 copies with proper signatures

_____ Reference Check Forms (3 in total)

_____ Price has been thoroughly checked

_____ Each Bid Addendum (when issued) is acknowledged

_____ Contractor's Questionnaire

_____ Bid Bond or Cashier's Check in the amount of \$500.00

_____ Copy of License issued by the Bureau of Entomology and Pest Control, a unit of the Florida Department of Agriculture

_____ Copy of Insurance Certificate in accordance with Section 4

_____ Reviewed the Contract and accept all City Terms and Conditions

_____ One (1) original and two (2) copies of required documents

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Addendum #1
Bid #20120012
Termite Inspection Services for the NSP Program
December 15, 2011

**NOTE: The bid opening date has been changed to December 22, 2011 at 3:00 PM.
The location has not been changed.**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

REQUEST FOR SEALED BID

Bid #20120012 for Termite Inspection Services for the Neighborhood Stabilization Program will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on December 15, 2011. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Tuesday, November 15, 2011 & Tuesday, November 22, 2011

This section for Office of Management & Budget use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: stlucielegals@scripps.com

Foreign Account Number : 11515278
Ad # : 2336389
Ad Net Cost : \$62.79
Name (Primary) : CITY OF PORT ST. LUCIE
Company (Primary) : CITY OF PORT ST. LUCIE
Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD
City (Primary) : PORT ST LUCIE
State (Primary) : FL
ZIP (Primary) : 34984
Phone (Primary) : (772) 344-4390
Class Code : 9418SC - Request for Bid
Start Date : 11/15/2011
Stop Date : 11/22/2011
Prepayment Amount : \$0.00
Ad Sales Rep. : 190 - Barbara Wentzel
Width : 1
Depth : 42

REQUEST FOR
SEALED BID

Bid #20120012 for Termite Inspection Services for the Neighborhood Stabilization Program will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on December 15, 2011. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. A Bid package received from any other source is at the vendor's risk.

Publish: November
15, 22, 2011
2336389

Bid Reply Sheet
Bid # 20120012
Termite Inspection Services for the Neighborhood Stabilization Program

1. **COMPANY NAME:** Hulett Environmental Services, Inc.
DIVISION OF: _____
PHYSICAL ADDRESS: 2820 Reynolds Road
MAILING ADDRESS: PO BOX 220928 West Palm Beach FL 33422-0928
CITY, STATE, ZIP CODE: Fort Pierce, FL 34945 (Local Branch Office)
TELEPHONE NUMBER: (800) 285-7378 **FAX NO.:** (800) 688-3284
CONTACT PERSON: Ron Box BCE **E-MAIL:** ron@bugs.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Florida 1983

Tim Hulett
President

Vice President
Liz Hulett

Treasurer

How long in present business: 35 years How long at present location: 10 years

Is firm a minority business: Yes-- No Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

BID RESPONSE:

5.1 Bidder will will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: none %

5.3 Total Lump Sum Price for each residence inspection and report: \$ 35.00

5.4 Number of calendar days to provide the completed service from notification to inspection report:
5 days calendar days

The City makes no guarantee as to the actual quantity of residences to be inspected during the Contract period.

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 4, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder(s) agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) Frank Dowling is an officer of the above firm who is duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

[Signature] 12/12/11
Signature Date

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

[Signature] 12/12/11
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)



Department of Health and Rehabilitative Services
Entomology Services

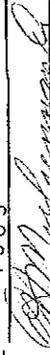
This is to certify that ARTHUR J. PEGLER is a

Certified Pest Control Operator

and is privileged to practice FUMIGATION...TERMITE CONTROL
GENERAL HOUSEHOLD PEST AND RODENT CONTROL
LAWN AND ORNAMENTAL PEST CONTROL
in conformity with an Act of the Legislature of the State of
Florida regulating the practice of Pest Control and imposing
penalties for violations.

In Testimony Whereof, Witness this signature
at Jacksonville, Florida, this 19th day of April
in the year of our Lord 1989

No:


DIRECTOR, ENTOMOLOGY SERVICES

Employee List

Employee Status Code (A/T/L/D/N) exactly matches A

Name: Last, First Middle	Location Description	Department Description	Job Type Description
Baker, Frank C	Treasure Coast	Lawn	Technician
Clarke, Robert C	Treasure Coast	Office	Service Supervisor
Corbett, Laura B	Treasure Coast	Pest Control	Technician
Cutts, Michael A	Treasure Coast	Pest Control	Technician
Ferguson, Peter J	Treasure Coast	Office	Service Supervisor
Gorman, Michael J	Treasure Coast	Termite	Technician
Kinzer, George P	Treasure Coast	Sales	Sales
LaFramboise, Debbie A	Treasure Coast	Office	CSR
Lopinto, Stephanie R	Treasure Coast	Office	Administrative
Lunsford, Terry L	Treasure Coast	Sales	Sales
McConville, Scott D	Treasure Coast	Pest Control	Technician
Pegler, Arthur J	Treasure Coast	Office	Branch Manager
Robinson, Shannette	Treasure Coast	Office	Administrative
Santiago, Miguel A	Treasure Coast	Lawn	Technician
Shiple, William A	Treasure Coast	PC Commercial	Technician
Smith, Kathleen A	Treasure Coast	Office	Administrative
Swords, Michael E	Treasure Coast	Sales	Sales
Thompson, Samorah	Treasure Coast	Pest Control	Technician
Valinote, Mark A	Treasure Coast	Sales	Sales
Wargo, Michael J	Treasure Coast	Pest Control	Technician
Willis, Robert L	Treasure Coast	Termite	Technician

*CAN also be supported by
Corporate office if
necessary.*

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Hulett Environmental Services, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 7670 Okeechobee Boulevard	Requester's name and address (optional)
	City, state, and ZIP code West Palm Beach, FL 33411	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter:

Social security number	OR
Employer identification number	
59	2282352

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ _____
------------------	----------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you; real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2011

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

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

PRODUCER Insurance office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (A/C, No, Ext): (561) 776-0660		FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Michigan Commercial Ins Mutual	10998
INSURED Hulett Environmental Services, Inc. 7670 Okeechobee Blvd West Palm Beach, FL 33411		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

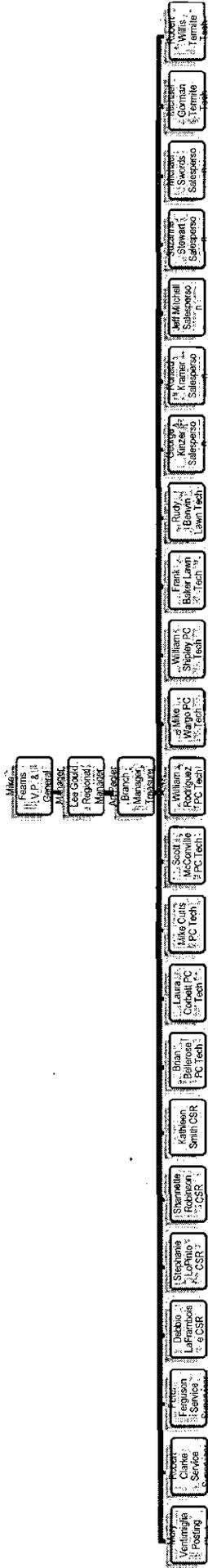
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC10000148872011A	11/1/2011	11/1/2012	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All Locations and Operations 10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. Ray Dalseg III</i>
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Hulett Organization Chart

Treasure Coast Office



**Contractor's Questionnaire
Bid #20120012**

Termite Inspection Services for the Neighborhood Stabilization Program

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of bidders to perform the work required. The bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the bidders.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 28th day of November, 2011.

Hulett Environmental Services, Inc.

Name of Organization / Bidder

Submitted by: Frank Dowling Vice-President

Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following:

When incorporated 1983

In what State Florida

Name of Officers: President Tim Hulett

Vice President

Secretary Liz Hulett

Treasurer

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Hulett Environmental Services, Inc. 7670 Okeechobee Blvd. West Palm Beach, FL 33411

1-800-285-7378 FAX 1-800-688-3284 Ron Box ron@bugs.com

Termite Inspection Services for the NSP

5. Firm's previous names (if any) _____ What year(s) _____
6. Area of expertise: IPM, Termites, Lawn, Rodents, Mosquito's, Lawn and Fumigation
7. How many years has your organization been in business? 40 years
8. Describe organization profile, including the size, range of activities, licenses, etc.
13 Offices in State perform all phases of Pest Management 356 employees \$36,000,000 a year
See Attached

(Attached additional pages if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	20		
c. Supervisors/Senior Staff	35		
d. Other Professional Staff	20		
g. Total number of full time personnel	356		

10. What is the inspection experience of the principals and supervisory personnel of your organization?
 (Add resumes to the back of this document.)

Name	Title	Years of Inspection Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Ron Box BCE	Entomologist	47	15%	QA
Art Pegler ACE	Manager	30	50%	QA
Peter Ferguson ACE	Supervisor	20	50%	Inspection/treat
Robert Clarke	Supervisor	20	50%	Inspection/treat

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Name	Work Performed
Art Pegler ACE	Did all inspections for Indian River County
Peter Ferguson ACE	Does all work City of Port St. Lucie Termites and Bees
Ron Box BCE	Contact person for all Miami-Dade County Termite Work

Termite Inspection Services for the NSP

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

13. State your firm's commitment to perform in a timely fashion:
 Service within 24 hours

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
No work Load Conflicts	

15. State your firm's ability to meet budget and schedule:
 I have never failed either

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

N/A

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Name	Address	Qualifications
None do not use		

18. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

Termite Inspection Services for the NSP

(Attached additional pages if necessary.)

19. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, please explain:

20. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

21. List any judgments from lawsuits in the last five (5) years:

None

22. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

None

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No (X)

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

25. Is firm claiming to be a HUD Section 3 Business as defined under Section of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended)?

Yes () No (X)

Termite Inspection Services for the NSP

26. Is firm claiming to be qualified under NSP-3 Vicinity Hiring requirements?

Yes () No (X)

(If you are not certified but think you might qualify or need information on Vicinity Hiring, go to www.cityofpsl.com, click on the blue Neighborhood Stabilization Program 3 button on the left hand side, and look for "Hiring of Contractors for Repair of Homes.")

27. Provide a listing of all employees you plan to have on the job site, full or part time, and indicate their principal occupation/job.

28. Do you plan to hire additional employees or contract with a new sub-contractor(s) to complete NSP jobs?

Yes () No (X)

If "Yes" is checked, do you have a plan that promotes hiring of Section 3 residents/subcontractors or qualified individuals/subcontractors within the "Vicinity"? See references in 25 and 26 above.

(Add additional pages if necessary)

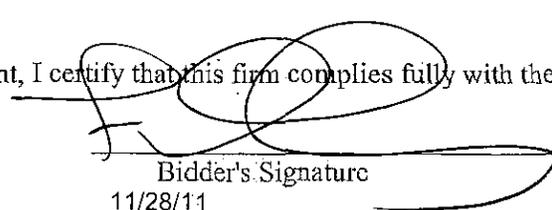
Balance of page left intentionally blank

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Hulett Environmental Services, Inc. does:
(Name of Business)

1. Publish 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. Inform 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. Give 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), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidder's Signature

11/28/11
Date



Termite Inspection Services for the NSP

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120012

Title: Termite Inspection Service for Neighborhood Stabilization Program

Bidder/Respondent: Hulett Environmental Services, Inc.

Reference: Indian River County Community Development Fax #: 772-978-1806

Email: _____ Telephone #: 772-226-1237

Person to contact: Robert Keating

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

NSP1 Termite Inspection

- Did you receive any complaints from any of the residential customers?
- Was each report a full comprehensive inspection report?
- Did any reports have to be returned for corrections?
- Approximately how many residential inspections has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

None

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>9</u>	Final Product	<u>9</u>
Qualifications	<u>9</u>	Cooperation	<u>9</u>
Budget Control	<u>9</u>	Reliability	<u>9</u>

Would you contract with this Contractor again? Yes No Maybe
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Termite Inspection Services for the NSP

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type).

Bid Number: <u>20120012</u>	
Title: <u>Termite Inspection Service for Neighborhood Stabilization Program</u>	
Bidder/Respondent: <u>Hulett Environmental Services, Inc.</u>	
Reference: <u>Miami-Dade County Housing</u>	Fax #: <u>305-375-3914</u>
Email: <u>jplumm@miamidade.gov</u>	Telephone #: <u>305-375-3730</u>
Person to contact: <u>Jude Plummer BCE</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

- Did you receive any complaints from any of the residential customers?
- Was each report a full comprehensive inspection report?
- Did any reports have to be returned for corrections?
- Approximately how many residential inspections has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 12/29/2011 08:56
NAME :
FAX :
TEL :
SER.# : 000D1N798419

DATE, TIME	12/29 08:56
FAX NO./NAME	913053753914
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Termite Inspection Services for the NSP

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120012

Title: Termite Inspection Service for Neighborhood Stabilization Program

Bidder/Respondent: Hulett Environmental Services, Inc.

Reference: City of Delray Beach Fax #: 561-243-7221

Email: bowen@ci.delray-beach.fl.us Telephone #: 561-243-7280

Person to contact: Angela Bowen

Another Neighborhood Stabilization Program

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor. *Active Termite Infestation Inspection Services and Treatment*

Did you receive any complaints from any of the residential customers? *no*

Was each report a full comprehensive inspection report? *yes*

Did any reports have to be returned for corrections? *no*

Approximately how many residential inspections has this vendor completed for you within the past 5 years? *50*

What problems were encountered (claims)?

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clark Checked	

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA DOCUMENT A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
7670 Okeechobee Blvd.
West Palm Beach, FL 33411-2100

Hulett Environmental Services, Inc.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

**Travelers Casualty and Surety Company
of America**

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held firmly bound
unto

Connecticut

**City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984**

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum
of **Five Hundred Dollars and no/100's (\$500.00)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name and address and description of project)

Termite Inspection Services for the Neighborhood Stabilization Program, NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of **December** **2011**

Attest:

Hulett Environmental Services, Inc.

(Principal) *Elizabeth B. Hulett* (Seal)

Sec/Treas.

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

William D. Bidley

Ginger Hoke

(Title) **Ginger Hoke, Attorney-In-Fact**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223451

Certificate No. 004140850

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William D. Birdsong, Ginger Hoke, Cheryl Kelley, and Mary J. Cox

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of March 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 30th day of March 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal:
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

CHECKLIST
SEALED BID #20120012

Termite Inspection Services for the Neighborhood Stabilization Program

Name of Bidder: Hulett Environmental Services, Inc.

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Mailing envelope has been addressed to:
City of Port St. Lucie, Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

- Mailing envelope must be sealed and identified with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time

- Drug-Free Workplace Form

- Bid Reply Sheet, 1 original and 2 copies with proper signatures

- Reference Check Forms (3 in total)

- Price has been thoroughly checked

- Each Bid Addendum (when issued) is acknowledged

- Contractor's Questionnaire

- Bid Bond or Cashier's Check in the amount of \$500.00

- Copy of License issued by the Bureau of Entomology and Pest Control, a unit of the Florida Department of Agriculture

- Copy of Insurance Certificate in accordance with Section 4

- Reviewed the Contract and accept all City Terms and Conditions

- One (1) original and two (2) copies of required documents

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Addendum #1
Bid #20120012
Termite Inspection Services for the NSP Program
December 15, 2011

**NOTE: The bid opening date has been changed to December 22, 2011 at 3:00 PM.
The location has not been changed.**

Instructions to Bidder:

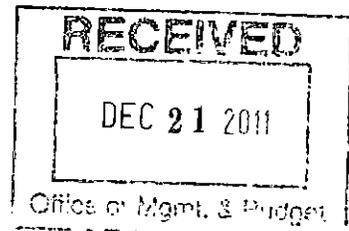
Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

*Matco acknowledge receipt of Addendum #1
James R. Ego BCE 12/15/11*

21 DEC AM 9:53 07s
RECEIVED

21 DEC AM 9:53 15s

RECEIVED



Ron Roy, B.C.E.
Board Certified Entomologist
• Pest Control
• Termite Control
• Lawn Spraying
• Soil Treatment
686-7171
800-285-7378
Fax: 800-688-3284
Email: ron@bugs.com
www.bugs.com



RECEIVED
12 DEC 2011 11:43 AM

RECEIVED

Sentinel Bid
W2012001Z
Termite Inspection Services
Neighborhood Stabilization
Open = 12/15/11 3:00 PM
1 original with Bond
2 Copies.

City of Port St. Lucie
Office Management Budget
3rd Floor Ste 390
Bldg. A Municipal Center
121 S.W. Port St. Lucie Blvd
Port St. Lucie FL 34984

COUNCIL SECRETARY
DATE: 2-13-12