

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: August 13, 2012

Public Hearing Ordinance Resolution Motion

Item: 20120055 – Supply and Installation of Sod – Reject all bids received and re-bid due to an unbalanced bid.

Recommended Action:

Approval to reject all bids received and rebid for Supply and Installation of Sod due to submittals resulting in an unbalanced bid.

Exhibits: Department memo attached [] yes [] no

Summary Explanation/Background Information:

OMB posted bid #20120055 for Supply and Installation of Sod onto DemandStar on June 22, 2012 with an opening date of July 19, 2012; subsequently extended to July 26th. The award was based on total price. However when the bids were opened, it was apparent that the bid was unbalanced and would result in higher costs to the City. Therefore OMB will re-bid basing the award only on the items that are most frequently utilized by the City, specifically five (5) of the twenty (20) line items.

As explained by FAPPO (Florida Association of Public Procurements Officials):

“An unbalanced bid occurs in a unit price bid when the bidder artificially shifts a significant part of the costs for a project from one part of the work to another – to the potential detriment of the public agency.”

*“Why do bidders unbalance their bids?
Bidders may unbalance their bids in anticipation that certain units of work may be required during the project with significantly higher quantities than the estimated quantity for a particular unit price bid item. By bidding these unit prices high and other unit prices artificially low, the bidder is gambling and hoping that they can make additional profit on units that will be used more on the project – all the while still maintaining a competitive overall bid price to enable them to be awarded the project.”*

As per Florida Statute 119.071 all bid documents are confidential until award of re-bid.

Purchase () is () is not a replacement Purchase () was budgeted () was not budgeted.

Director of OMB concurs with award: *CS* City Manager concurs with award: _____

Submitted by: Cheryl Shanaberger, MPA, CPPO

Title: Deputy Director, OMB Date Submitted: August 3, 2012

Select Year: 2012 Go

The 2012 Florida Statutes

[Title X](#) [Chapter 119](#) [View Entire Chapter](#)
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS PUBLIC RECORDS

119.071 General exemptions from inspection or copying of public records. –

(1) AGENCY ADMINISTRATION. –

(a) Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution. A person who has taken such an examination has the right to review his or her own completed examination.

(b)1. For purposes of this paragraph, “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

4. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. [119.15](#) and shall stand repealed on October 2, 2016, unless reviewed and saved from repeal through reenactment by the Legislature.

(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution.

(d)1. A public record that was prepared by an agency attorney (including an attorney employed or retained by the agency or employed or retained by another public officer or agency to protect or represent the interests of the agency having custody of the record) or prepared at the attorney’s express direction, that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the agency, and that was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or that was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until the conclusion of the litigation or adversarial

BID ADDENDUM #1
SEALED BID #20120055
Addendum Date: July 2, 2012

SUPPLY AND INSTALLATION OF SOD

Please make the following changes/modifications to the subject bid:

The Pre-Bid meeting scheduled for Tuesday, July 3rd is changed to Tuesday, July 10, 2012 @ 10:00 a.m.

The Bid Opening date is changed to Thursday, July 19, 2012 @ 3:30 p.m.

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/bid to be accepted.

BID ADDENDUM #2
SEALED BID #20120055
Addendum Date: July 12, 2012

SUPPLY AND INSTALLATION OF SOD

Please make the following changes/modifications to the subject bid:

The Bid Opening date is changed to Thursday, July 26, 2012 @ 3:30 p.m.

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/bid to be accepted.

BID ADDENDUM #3
SEALED BID #20120055
SUPPLY AND INSTALLATION OF SOD
ADDENDUM DATE: JULY 18, 2012

Please make the following clarifications/modifications to the subject bid:

1. It is the City's intent to award to Vendors who can render all services required. If unable to supply all the services required, please do not submit a bid.
2. An Ag license **is not required**.
3. A performance bond **is not requested**.
4. The 5% bid bond is changed to **\$500.00**.
5. Regarding piece work; the City does not dictate the method used by the Contractor conduct business.
6. Jessica Lunsford Act **will not apply**.
7. Item 1.9 (D) on page 5 - Trench Safety Statement **is not required**.
8. Regarding restoration work for Utilities and Public Works departments: Yes; line items are provided in the bid reply and this is inclusive of all city departments.
9. All sod in rolls & rolling are deleted from the bid. The following items are added:

<u>HYDROSEED</u>	<u>BERMUDA HYDROSEED</u>	<u>OVERSEEDING</u>
Hydro-mulch	Hydro mulch	Bahia Seed
Bahia Seed	Hulled Bermuda Seed	Cover-Crop
Cover Crop		
(Winter-Rye)		
(Summer-Millet)		

Revised Forms:

The Bid Reply Excel Spreadsheet has been revised. See Addendum #4.

The original bid reply, pages 19-22, has been revised. See Addendum #4. *revised word document* It is a word document, so additional lines may be added as needed. It does not need to be notarized.

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/bid to be accepted

REVISED E-BID REPLY EXCEL SPREADSHEET

SB #20120055

SUPPLY and INSTALLATION OF SOD

ADDENDUM #4 - JULY 18, 2012

BIDDER: _____			
	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ -
2	Centipede Sod (Furnished only)	SF	\$ -
3	(Furnished only)	SF	\$ -
4	Floritam Sod (Furnished only)	SF	\$ -
5	Bahia Sod (furnish and install)	SF	\$ -
6	Centipede Sod (furnish and install)	SF	\$ -
7	(furnish and install)	SF	\$ -
8	Floritam Sod (furnish and install)	SF	\$ -
9	Watering per Specification (per 1000 gallons)	1000 gal	\$ -
10	Restoration Bahia Sod per Specification	SF	\$ -
11	Restoration Centipede Sod per Specification	SF	\$ -
12	Restoration Bermuda Sod per Specification	SF	\$ -
13	Restoration Floritam Sod per Specification	SF	\$ -
	HYDROSEED		
14	Hydro-mulch	1000 lbs/acre	\$ -
15	Bahia Seed	80 lbs/acre	\$ -
16	Cover Crop (Winter-Rye)(Summer - Millet)	160 lbs/acre	\$ -
	BERMUDA HYDROSEED		\$ -
17	Hydro Mulch	1000 lbs/acre	\$ -
18	Hulled Bermuda Seed	120 lbs/acre	\$ -
	OVERSEEDING		\$ -
19	Bahia Seed	40 lbs. per acre	\$ -
20	Cover Crop	80 lbs/acre	\$ -
	TOTAL FOR ALL LINE ITEMS		\$ -

BID ADDENDUM #5
SEALED BID #20120055
Addendum Date: July 18, 2012

SUPPLY AND INSTALLATION OF SOD

NOTE: The Bid Opening date is Thursday, July 26, 2012 @ 3:30 p.m.

Pre-Bid Conference
E-Bid #20120055 – July 10, 2012

Introduction of Key Personnel: Helen Quintana, Contract Specialist, OMB
Mike Davis, Operations Manager, Public Works
Mike Kendrick, Turf Crew, P&R
Karen Baggett, Secretary, OMB

Helen reviewed the bid package and the e-bid submittal process.

Bid opening date and time is July 19, 2012 at 3:30 PM. No bid will be accepted after that date and time.

The project will be awarded to a primary and secondary vendor. The secondary vendor will only be called upon if the primary is unable to supply and install material requested. Helen asked if the departments were going to hold to that because it was mentioned that there might be some smaller jobs.

Mike stated that the biggest concern was that on a monthly cycle it stated that there was going to be 5,000-12,000 sf. Per month that would be ordered. As Mike Davis had mentioned primarily the main source of sod supply will be to Public Works. In addition to that, the P&R Dept. or The Saints Golf Course will order sod, but on a smaller quantity. It could range from as small as 500 sq. ft. to 18,000 sq. ft. on a single order. It just depends.

Q: You do smaller work in Public Works?

A: Yes, culvert or side lot. We may do one individual house where the quantity of sod may be 500-800 sq. ft. Instead of the 5,000 sq. ft. that you are getting. I think the verbiage that you are giving should still stay the same. The bottom line is that it ends up being monthly, not per order. So the 5,000 Sq. Ft., I think the City of Port St. Lucie will be well within that minimum and they should normally go over.

Helen continued with her portion of the meeting and stated that she would turn the meeting over to Mike Kendrick and Mike Davis. Helen pointed out on Page 5, Section 1.9, are the e-bid requirements for uploading and completing to DemandStar. On Page 19 is the e-bid reply sheet. Be very careful to complete all of that information, acknowledging the Addendum(s) and on Item #5.3 we are asking that you name the sod farm that you own or will be utilizing. We also ask that you name a contract supervisor from your company for this contract; please provide the name and years of experience. It will be up to the City to evaluate and accept that person. Other than

that, it is a simple bid. The bid reply spreadsheet is asking for the unit prices and we will base the bid on the best price. If you have any questions, please submit them to me in writing and we will get them addressed. I ask that you comply with the cone of silence because there should be no discussion between the bidders and project managers or the departments. All questions should be directed to me via email, preferably, and I will pass it along, get the answers for you, and put them out by way of an addendum so that any other bidders who are not present may have the same information. Do you have any questions of me.

Q: On the bid reply, you are saying the “best price” and I understand that. Are you considering it an incomplete bid if you put “not available” to any of this stuff or do you have to reply to each and every one of the 29 items that you have here?

A: If it’s not available, then it’s not available.

Q: Then that will affect the bottom line pricing at the end of the day.

A: We will take that into consideration.

Q: When we do an e-bid you have to total everything up and put a price in your e-bid. If I price everything out, my number is going to be higher than somebody that does not price everything out. It needs to be more defined, whether it needs to be 100% completed or... The last time we submitted this, there wasn’t an area to upload the spreadsheet with the bid and I had to email that to you, I believe. The only thing that I could do, it to put it in with the package, but it wasn’t a separate Excel sheet that could be uploaded.

A: There is a separate Excel spreadsheet with the bid.

Q: There is now, but there was no area to upload it.

A: I don’t know about that.

Q: What I find critical as a bidder is that we either all need to bid everything, because at the end of the day that is going to affect everybody in every way.

A: We will look at the unit prices and make a determination how we are going to make the award. If you can’t supply everything, then maybe that item will go to the secondary. We are going to have a primary and a secondary.

Q: I know, I understand that, but does everyone have to fill out all 29 of these, 100%? Or can you just pick and select what you want to supply?

A: If it’s unavailable, wouldn’t it be obvious?

Q: Most of this stuff is available except for Floratam sod in rolls. It’s gone by the wayside because nobody used enough of it to keep it in the market.

A: I believe that if you mark on there specifically what it is. Helen added if no one is using it, we could take it out, doing an addendum removing it.

Q: If you took that particular item out and kept everything else in and everyone has to bid apples for apples, that’s the only fair way that I see that you are going to award. If you just roll on down the line and check N/A to everything that you don’t feel like bidding, you could come in there with a pretty good number.

(Discussion about the bid sheet continued)

A: We will look into this. I just put “best price” but it could be “best unit pricing”. We will clarify that.

Q: It’s kind of a gray area if you don’t bid everything and someone just bids what they feel like bidding and gives a disadvantage to everybody else. All bidding is on the Sq. ft. and the last on the sq. yd., I believe, and you have to bid it per the units in order to have the job, so sq. ft. is not a big deal, but everyone has to have a unit price for every item.

A: We will change everything to sq. ft. as that is how we like to order it.

Q: The last to bids or proposals were for sq. yards.

A: We will clarify how we are going to make the award in an addendum that will follow this meeting.

As far as the specifications, I am going to turn it over to Mike Kendrick and Mike Davis. Mike Kendrick spoke to make sure that everyone has read the contract to completion meaning the requirements as far as the types and grades of sod whether they be weed-free, any infestations of fungus. The biggest concerns of ours are that the sod comes in the best quality as possible and if you pick up a piece of sod that it is actually a piece, not pieces.

Q: Right now sod is premium.

Mike continued that, in the event, rolled sod is used, the dimensions are negotiable as far as the sizes, but the netting for our sports fields are not negotiable and has to be removed. There is no if, and, or buts about it, for safety reasons on our end, it must be removed. In Public Works it may be a little bit different aspect and they can maybe tolerate it and some of it is biodegradable and maybe it can be left. I think it is stated in the specifications but I wanted to make sure that everyone is in agreeance to that. I wanted to make sure that everyone understands that there is a section in there for damages. If damages do occur, whether it be underground utilities, etc., it's not the City's responsibility to repair those. It is the vendor and they are to leave the site as clean as they can. All debris is removed and I think there is another section in there that requires that once an order is placed, there is 48 hours to installation.

Q: 48 business hours?

A: Correct.

We do understand that inclement weather does play a factor in all of that and everyone understands that communications plays a big roll if such events do happen, that the contract supervisor is contacted on that type of stuff. It's super, super important. I can't speak for Mike Davis, but on our end, we are at such time constraints because of down-times and we only have so much time to do so much. The sizing was, I think a minimum of 12x24 inch. I don't know anyone who does 12 now, I think it is 16x24, as a standard size and they are the sizes that we would like to make sure it is a slab that we kind of stick to unless it is a rolled piece.

In the event that damages do occur and there are ruts of some sort, will the vendor fix it, how will they fix it and in what timeframe. The areas that I am concerned with are always with the safety; is it a trip hazard with swales...that stuff has to be addressed almost on-the-spot because we are open to the public and public safety is #1. We also mentioned needing a list of vendors to make sure that there are a wide range of vendors as far as a source of grass but on the south end of Florida, if they are cutting today and tomorrow they get flooded out, is there another vendor that is being used that is in North Florida or spread out throughout Florida so that we are not confining ourselves to just one vendor for a source of grass; that there are multiple that you can choose from that still carries the same certification and quality that we are expecting.

Q: We will need to have more lines (probably 5) for vendors because you can have as many with the types of grasses that are being asked for and the multiple vendors, you can have as many as 20. It may be more or less.

A: We just want to ensure that we are not bound to just one supplier, the only supplier in Florida when there are 15 other ones who are able to supply the grass.

Q: For Bahia, for example, we bounce around because distributor X's sod is garbage at the time because it's dry and we try to go to some place that might be in a little bit wetter area to try to get a better grade of sod.

A: I will leave you ample space to add vendors.

Q: Centipede will come from a specialist; we saw that on there.

A: There are special grasses. As you know from the past you may have zoya, and it would be one time in 2-3 years of the contract, but we still need to have that zoya.

Q: Was there zoya on there?

A: I just brought that up because when Nature's Keeper sodded for us, we had zoya grass that we needed to replace. We try to replace with in-kind and we do that best we can to do that. When we created this list, we wanted to get the most common and most used varieties of grass. We left out on the zoya, and pibathum and others. It's not a big concern of mine in Public Works, because it is that rare to use these.

Q: For the most part, on the varieties of grass on the bid sheet, Floratam, Bahia and the Bermuda 419 are probably the 3 most widely used in the City.

Mike Kendrick & Mike Davis reviewed the bid specifications and discussed in further detail the types & grades of sod, sizes and emphasized that they do not want to see pieces of sod. If rolled sod would be utilized for any reason for P&R, all netting must be removed for safety purposes. Order and delivery time were emphasized as delivery being required within 48 hours of order. Any damages by the contractor must be remedied on-the-spot.

Q – Best price needs to be clarified to be better defined. The total price added and submitted will be substantially higher if someone is 100% responsive vs. those that may not submit a price for various items.

A – The award will be changed to Best Unit Price.

Q – Foratam sod no longer comes in “roll” form.

A – We will remove that

Q – Vendor's list – would you be able to expand the bid reply area to allow for additional vendor names to be listed, approx. 10?

A – We will expand that area of the bid reply to include room for 10 suppliers.

Q – I did not see a Performance Bond issued. Bahia sod alone will cost the city over \$200,000 annually.

A – We will add the Performance Bond to the requirements.

Q – Local Preference?

A – Yes, local preference applies

Q – Is an Ag License required?

A – Yes, we will add that to the requirements

Q – Will the City permit the contractor to allow piece-work to be paid for the laying of grass?

A – We will look into the liability to the city.

Q – Will the Jessica Lunsford Act apply due to the work for P&R Dept. and on or near school property?

A – Yes, this will be added to the requirements.

Q – Will there be any consideration for the restoration work done for the Utilities/ PW Departments?

A – No, all other departments have been notified and will be utilizing this contract, so it includes the entirety of the City. Individual departments will order and be invoiced. Restoration will be furnish & install, everything inclusive.

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/bid to be accepted.

Bid Reply Sheet
E-Bid #20120055
Supply and Installation of Sod
ADDENDUM # 6

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

Secretary

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 DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto **E-Bid Reply Excel Spreadsheet**.

<i>LINE NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>
1	Bahia Sod (Furnished only)	SF
2	Bahia Sod in rolls (Furnished only)	SF
3	Centipede Sod (Furnished only)	SF
4	Centipede Sod in rolls (Furnished only)	SF
5	Certified 419 Bermuda Sod 16" x 24" (Furnished only)	SF
6	Certified 419 Bermuda Sod in rolls (Furnished only)	SF
7	Floratam Sod (Furnished only)	SF
8	Floratam Sod in rolls (Furnished only)	SF
9	Bahia Sod (furnish and install)	SF
10	Bahia Sod in rolls (furnish and install)	SF
11	Centipede Sod (furnish and install)	SF
12	Centipede Sod in rolls (furnish and install)	SF
13	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
14	Certified 419 Bermuda Sod in rolls (furnish and install)	SF
15	Floratam Sod (furnish and install)	SF
16	Floratam Sod in rolls (furnish and install)	SF
17	Bahia Sod Rolling	SF
18	Bahia Sod in rolls Rolling	SF
19	Centipede Sod Rolling	SF
20	Centipede Sod in rolls Rolling	SF
21	Bermuda Sod Rolling	SF
22	Bermuda Sod in rolls Rolling	SF
23	Floratam Sod Rolling	SF
24	Floratam Sod in rolls Rolling	SF
25	Watering per Specification (per 1000 gallons)	1000 gal
26	Restoration Bahia Sod per Specification	SF
27	Restoration Centipede Sod per Specification	SF
28	Restoration Bermuda Sod per Specification	SF
29	Restoration Floratam Sod per Specification	SF

5.1 Bidder will / will not accept the Procurement Card (Visa).

(please circle one)

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

5.3 Name and address of sod farm Contractor proposes to utilize:

Sod Farm Self Owned: Yes _____ No _____

Name: _____

Address: _____

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: _____ Years Experience: _____

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section 5, 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 and bid guarantees for a period not to exceed 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 agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm 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.

Addendum #6

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)

BID ADDENDUM #7
SEALED BID #20120055
Addendum Date: July 19, 2012

SUPPLY AND INSTALLATION OF SOD

Please make the following changes/modifications to the subject bid:

Q. Can you please Identify which species of Centipede you are requesting for the bid.

A. Centipede variety - 'Hammock" .

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/bid to be accepted.

BID ADDENDUM #8
SEALED BID #20120055
Addendum Date: July 23, 2012

SUPPLY AND INSTALLATION OF SOD

Please make the following changes/modifications to the subject bid:

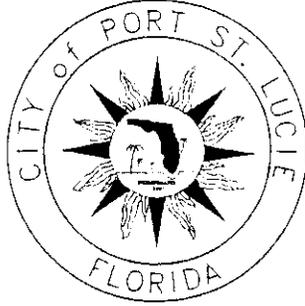
Items 14-20 on the Bid Reply Excel Spreadsheet have been changed from “Acre” pricing to “SF”. Please utilize “Addendum #8 - Revised Bid Reply Excel Spreadsheet.”

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/bid to be accepted.

REVISED E-BID REPLY EXCEL SPREADSHEET
SB #20120055
SUPPLY and INSTALLATION OF SOD
ADDENDUM #8 - JULY 23, 2012

BIDDER: _____			
	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ -
2	Centipede Sod (Furnished only)	SF	\$ -
3	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ -
4	Floritam Sod (Furnished only)	SF	\$ -
5	Bahia Sod (furnish and install)	SF	\$ -
6	Centipede Sod (furnish and install)	SF	\$ -
7	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ -
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9	Watering per Specification (per 1000 gallons)	1000 gal	\$ -
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11	Restoration Centipede Sod per Specification	SF	\$ -
12	Restoration Bermuda Sod per Specification	SF	\$ -
13	Restoration Floritam Sod per Specification	SF	\$ -
	HYDROSEED		
14	Hydro-mulch @ 1000 Lbs./ acre	SF	\$ -
15	Bahia Seed @ 80 Lbs./Acre	SF	\$ -
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Acre	SF	\$ -
	BERMUDA HYDROSEED		
17	Hydro Mulch @1000 Lbs./Acre	SF	\$ -
18	Hulled Bermuda Seed @ 120 Lbs./Acre	SF	\$ -
	OVERSEEDING		
19	Bahia Seed @ 40 Lbs./Acre	SF	\$ -
20	Cover Crop @ 80 Lbs./Acre	SF	\$ -
21	TOTAL FOR ALL LINE ITEMS		\$ -



CITY OF PORT ST. LUCIE

SEALED BID #20120055

E-BID

SUPPLY and INSTALLATION OF SOD

Prepared By: Helen Quintana CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221

INVITATION TO BID

Sealed E-Bid #20120055 for Supply and Installation of Sod for City projects will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:30 p.m. on July 12, 2012. Specifications are attached.

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 uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the bidder to ensure that his or her bid is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies is the only method allowed for bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion up until the due date and time have been reached, at which time, the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

A one time only pre-bid conference for all bidders will be held at the City of Port St. Lucie in the Office of Management and Budget starting at 10:00 a.m. on July 3, 2012. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. A copy must be uploaded at time of submittal and then mailed immediately after opening, thus showing evidence that a bid bond was obtained. Bidders will send the ORIGINAL Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within three (3) business days of the opening for the bid to be considered.

Helen Quintana, CPPB
Contract Specialist

Documents required for this E-Bid include the following:

E-Bid Specifications, pages 1 – 35

E-Bid Reply Sheet #20120055, pages 19 - 22 (included in E-Bid)

E-Bid Reply Excel Spreadsheet – Page 1 (not included in E-Bid)

**SPECIFICATIONS
E-BID #20120055**

Supply and Installation of Sod

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to supplying and installing sod. Selected Bidder(s) must be qualified and capable of supplying and installing up to 135,000 square feet of sod per month for use on City projects. Poor quality finish will not be accepted. **It is the intent of the City to award a Contract to a primary and secondary Contractor to render all services required herein. The secondary Contractor shall be called upon only if the primary is unable to supply.**

INTENT

It is the intent, as a result of this bid, to select two sources (Primary and Secondary) for supplying and installing sod. Both selected Bidders will be required to execute a Contract.

In the event the Primary Contractor cannot deliver and install sod when first contacted in writing, the Secondary Contractor will be contacted to arrange for delivery and installation.

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 and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, 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 Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 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. 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 Contracted for references and performance history, financial statements, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 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. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City. The Bidder/Contractor should:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Have the ability to meet quoted delivery considering all other business commitments.
- ◆ Have a satisfactory record of performance.
- ◆ Have adequate staffing to fulfill requirements.
- ◆ Have the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Have necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Be a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ Be qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Have bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ Have skill and experience demonstrated by the bidder in performing Contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Have met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. (Absolute conformity is not required, just substantial or material compliance.)
- ◆ Has met bid security requirements. (Lack of security, where required, is a material nonconformity.)
- ◆ Has Offered a competitive Price: The element of price is but one of the criteria elements. When considering a proposal:
 - Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service Contracts.
 - Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply.

The "award date" is the date that City Council executed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier or on the web site. The City reserves the right to award to one (1) or multiple Bidders.

1.7 Variations to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

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. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

1.9 Submittal of E-Bid – The Bid submittal requirements are summarized below:

- A. Request bid Specifications, #20120055 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com.
- B. Complete company information and electronically sign on E-Bid Reply Sheet # 20120055, Pgs. 20 to 22.
- C. Download the E-Bid **Excel** Spreadsheet and save to your hard drive; program is in Excel Office 2003 Professional. **Enter unit prices and other required information on the E-Bid Excel Spreadsheet and save.**
- D. Upload and submit onto Demandstar by the due date and time:
 - ◆ the E-Bid Reply Sheet #20120055, pgs. 20 to 22.
 - ◆ Copy of Five Percent (5%) Bid Bond
 - ◆ Copy of current Insurance Certificate(s)
 - ◆ Trench Safety Statement
 - ◆ Drug Free Workplace Form
 - ◆ Checklist

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 uploaded 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 uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures.

1.9.3 E-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.

1.10 Payment Terms – Invoices shall be submitted once a month, by the 10th of the month and payment shall be made within 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.

PLEASE NOTE:

The City has implemented a **Purchasing Card Program**. The Bidder 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.

Bidders are requested to state on the Bid Reply Sheet #20120055 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 will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until it has been properly executed by all parties

The Selected Bidder will be required to accept the terms and conditions of the City's Contract (sample attached). If bidder cannot accept these terms and conditions do not submit a bid.

1.12 Failure to Execute Contract – Failure on the part of the Selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.13 Subcontracting or Assigning of the Contract – The Selected Bidder 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 and the work provided by the suppliers in the area provided on the Bid Reply Sheet #20120055.

1.14 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before making award.

1.15 Public Entity Statement – Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

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 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 involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.17 Patent Fees, Royalties, and Licenses – If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. Selected Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.18 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 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.

1.19 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. Vendor 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.

1.20 Material Safety Data Sheets – The Selected Bidder shall provide Material Safety Data Sheets (MSDS) and description literature for each chemical/compound/ mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 C.F.R. 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-C.F.R. 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

1.21 Permits – The Bidder 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.

1.21.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form provided** with the City contract and return it with the contract and insurance documents.

1.22 Familiarity with Laws – The Selected Bidder is assumed to be familiar 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. Bidder will submit all proposals in compliance with the 28 C.F.R. §35.151.

1.23 Damage to Property – The Selected Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any 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, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by Selected Bidder, and at Selected Bidders 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
Port St. Lucie, FL 34984-5099
(772) 871-5221

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than 90 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Selected Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 10 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Delivery - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

2.5 Safety Precautions - The Selected Bidder 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.

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder 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 Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing within twenty-four (24) hours.

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

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected Bidder, or his/her 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 shall promptly give to the Contract 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 Contract Supervisor a written authorization signed by the Contract 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.

2.9 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 as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder. These deductions are additional to and not in lieu of any penalties or other remedies set forth in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget Conference Room, 3rd floor, Building A, City Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 at 10:00 a.m. on July 3, 2012, at which time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

A. Specifications and Quality of Sod

A.1 General: Sod shall have been mowed at least three times with an approved lawn mower with final mowing not more than seven (7) days before the sod is cut. The typical estimated quantity of sod required each month ranges from 25,000 square feet to 135,000 square feet and is used on City projects including but not limited to swale liner installation, drainage right-of-way maintenance, culvert replacement, utility repairs, and projects on City owned properties and right-of-ways. These quantities are approximate only and neither the minimum nor maximum values provided are guaranteed. The City does not assume any responsibility that the actual quantities furnished shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

A.2 Infestation: All Sod shall be free of any detrimental infestation (i.e. mole crickets, mold, army worms, parasites, red ants, etc.). Sod shall also be free from fungus, vermin and other diseases. Sod found to contain infestations and/or diseases prior to installation shall be rejected and replaced at the Contractor's expense. Sod found to contain infestations during the inspection following installation shall, at City's option, shall be chemically treated or replaced at Contractor's expense. The Contractor shall be responsible to arrange for chemical treatment if City selects this option. Chemical treatment or replacement shall be completed within three (3) working days of inspection.

A.3 Sod Type: Unless a particular type of sod is called for in the release of desired materials, sod shall be Bahia. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, other types of sod may be specified by the City Representative including Floratam, Centipede, or certified 419 Bermuda.

A.4 Dimensions: All sod delivered to a location shall be evenly cut and of uniform thickness and size. Acceptable sizes shall be rectangles measuring 16" x 24" or larger. Grass roots shall be adequately developed and matted, and soil containing grass shall have adequate moisture to allow sod to be handled without objectionable separation during installation. Rolled sod must be at least 16 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1 ¼ inches thick including a ¾ inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained in the sod shall be certified by the manufacturer to be bio-degradable within a period of three months from installation. Any netting contained in the sod shall be removed when applied to all sports fields whether bio-degradable or not.

A.5 Sod Quality: The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling.

- i. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until planted. No sod which has been cut more than 48 hours may be used unless specifically authorized by the City Representative. A letter of certification from the turf contractor as to when the sod was cut and what type shall be provided to the City Representative upon delivery of the sod to the job site.
- ii. The City retains the right to reject sod which has grown together, falls apart upon handling, is dry, is inconsistent in thickness/size/density/color, or is deemed unsuitable or unlayable. The Contractor shall be responsible to remove all rejected Sod at their own expense and provide prompt replacement or punctual credit as desired by the City. Floratam and certified 419 Bermuda sod is to be of top quality, preferably from a muck field with no weeds or foreign infestation. Quality complaints will be addressed by the Contractor within three (3) days. The City retains the right to require replacement of poor quality installed sod or fertilization in approved cases.
- iii. Sod Farm: Contractors shall be aware the City reserves the right to inspect the sod farm where the Contractor proposes to procure sod. The City also reserves the right to determine if the sod proposed is acceptable and is certified as the correct species.

3.2. Contract Supervisor on behalf of the Contractor

Contractors are advised that they are responsible for designating a Contract Supervisor acceptable to the City for collaboration of all sod installations. Contractors will be required to list their Contract Supervisor's name and years experience with this type of work.

3.3. Specifications of Sod Installation

- ◆ **Installation:** When installation is required, installation shall be completed in the following manner:
 - i. The setting pieces shall be staggered in such a manner as to avoid continuous seams with no over lapping. Sod shall be carefully placed by hand, edge-to-edge in rows at right angles to the slope, commencing at the base of the area to be sodded and working upward. However, extremely wet areas may require flexibility in this installation method. Sod shall be applied without leaving separations or voids between pieces.
 - ii. In addition to providing an attractive finished appearance, sod will be laid in a manner which will minimize erosion.
 - iii. Rolling of sodded surfaces will only be done when requested by the City. When Rolling is requested, the following operation shall provide a true and even surface and insure knitting without displacement of sod and/or deformation of the surfaces.
 - iv. Contractor shall be responsible to supply a Delivery Ticket to the City Representative if material is delivered for installation by City Personnel.
 - v. Contractor shall be responsible to supply a Notice of Performance and a Delivery Ticket to the City department supplied within two (2) hours after sod is laid, when sod is installed by Contractor's personnel. Each department will assume responsibility for watering sod after documentation is received unless the watering option is specifically requested by the City representative.
 - vi. Any installation quality, installation time-table, or sod quality that does not meet requirements will be addressed in writing. The City reserves the right to terminate any Contract after three (3) written statements have been issued.
- ◆ **Watering:** Watering of sodded surfaces will only be done when requested by the City. When watering is required as determined by the City, it shall be completed in the following manner:
 - I. Watering shall be done until sod is properly rooted. The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth.

Effluent water shall meet all Federal, State, and local requirements. Watering frequency is at the discretion of the Contractor, the

- II. Watering of sodded surfaces will only be completed when requested by the City representative and shall be quoted as an optional extra in the Bid Reply Sheet.
- III. Contractor shall be responsible to replace any sod that dies as a result of not being properly maintained.

◆ **Interpretation of the Approximate Quantities:** The Contractors' 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 Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

◆ **Delivery:** Contractor shall be responsible to deliver sod on pallets.

- i. Pallets will be removed from delivering vehicle by Contractor and placed on the job site at the locations designated by each Department. Equipment, labor, and supervision necessary to insure safe and proper placement of pallets is the Contractor's responsibility.
- ii. Releases for required material and services will be communicated to the Contractor by facsimile, email, and/or phone as materials are required. A Blanket Purchase Order will be issued and all releases will be applied to this Purchase Order. Contractor must deliver and install sod within forty-eight (48) hours (excluding Saturday and Sunday) after receipt of a facsimile/email/phone release from the City Representative.

- 1. When time permits, the City Representative may allow the Contractor more notice than what is stated in the preceding paragraph. However, once a delivery requirement is communicated to the Contractor, the Contractor will be responsible to perform within the time frame specified. The Contractor must have adequate sources of supply to insure that any temporary inaccessibility of any Contractors source will not cause an interruption to delivery.
- 2. At any time, when inclement weather, equipment break downs or other unforeseen circumstances, cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City Representative of said circumstance as quickly as the Contractor becomes aware of the problem. Said notification will not relieve the Contractor of their obligation and/or of penalties as

stated in these Specifications, but will be considered by the City when weighing appropriate action.

3. Sod which is not delivered and/or installed within the specified time may, at the City's option, be procured from an alternate source and all costs associated with the procurement including but not limited to the cost of sod, installation and any other cost incurred by the City. In the event that untimely delivery and placement of sod results in the need for reworking and/or re-grading of the location, the contractor shall be invoiced for the cost of the time and materials incurred for the rework and/or re-grading.
 4. Upon completion of the work, all debris, pallets, etc. shall be removed from the site. Any paved areas, including driveways and streets, shall be thoroughly swept.
- ◆ **Restorations:** Restoration includes rough hand raking, supplying, and installing sod on residential or public property. Often used for the installation/repair of water and sewer lines but is not limited to utility work, any sod removed in the process must be replaced.
 - ◆ **Safety:** In addition to the requirements contained in the Contract, Contractor shall be responsible to maintain full or empty pallets and equipment in a manner which shall minimize any potential injury to the public. Empty pallets shall be removed from site in a punctual manner. Pallets, empty or loaded, shall not be place/store on occupied/developed lawns.

4. BID BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, **certified** check, **cashiers** check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Selected Bidders will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidders to comply with this requirement will be cause for the rejection of the bid.

4.2 Return of Proposal Guaranty - After the bid prices have been compared, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which they will be returned to the respective Bidder's whose proposals they accompanied.

4.3 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 Bidder with these Specifications. The Selected Bidder shall execute the Contract, deliver the required Insurance

Certificates and policies, and other documentation, The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until the Contract has been executed by its duly authorized and elected officers.

4.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the Municipality, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the Municipality will sustain certain damages by reason of the failure of the Bidders to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidders thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. 5. INSURANCE REQUIREMENTS

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 Florida Statutes, Section 768.28 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.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

5.1 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 construction contract. As consideration for this indemnity provision, the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder 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.

5.3 Business Auto Policy - The Bidder agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - 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 and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. 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 interest's provision as provided under the standard ISO form separation of insurer's 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.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder agrees to deliver to the City a

Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110055 for the **Supply and Installation of Sod**. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents.**" 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.

5.6 Waiver of Subrogation - The Bidder 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 agreement to waive subrogation without an endorsement then bidder 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 bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Said policies shall be specifically written to provide thirty (30) days written notice to the City prior to cancellation, non-renewal or adverse change of coverage.

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or 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 Commercial General Liability, Business Auto Liability, or Employer's 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."

6. ADDITIONAL INFORMATION

6.1 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 Bidders. 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 Bidders 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.

6.2 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.

6.3 Bid Information - For information concerning procedures for responding to this bid, contact Helen Quintana at (772) 871-5221 or Fax (772) 871-7337. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Helen Quintana 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 Bidders 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 DemandStar.com. The Bidders, 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. Bidders are responsible for verifying that they have 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.

Bid Reply Sheet
E-Bid #20120055
Supply and Installation of Sod

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

 Secretary

 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 DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

This is for information only – All bid pricing shall be entered onto E-Bid Reply Excel Spreadsheet.

<i>LINE NO.</i>	<i>DESCRIPTION</i>	<i>UNIT</i>
1	Bahia Sod (Furnished only)	SF
2	Bahia Sod in rolls (Furnished only)	SF
3	Centipede Sod (Furnished only)	SF
4	Centipede Sod in rolls (Furnished only)	SF
5	Certified 419 Bermuda Sod 16" x 24" (Furnished only)	SF
6	Certified 419 Bermuda Sod in rolls (Furnished only)	SF
7	Floritam Sod (Furnished only)	SF
8	Floritam Sod in rolls (Furnished only)	SF
9	Bahia Sod (furnish and install)	SF
10	Bahia Sod in rolls (furnish and install)	SF
11	Centipede Sod (furnish and install)	SF
12	Centipede Sod in rolls (furnish and install)	SF
13	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF
14	Certified 419 Bermuda Sod in rolls (furnish and install)	SF
15	Floritam Sod (furnish and install)	SF
16	Floritam Sod in rolls (furnish and install)	SF
17	Bahia Sod Rolling	SF
18	Bahia Sod in rolls Rolling	SF
19	Centipede Sod Rolling	SF
20	Centipede Sod in rolls Rolling	SF
21	Bermuda Sod Rolling	SF
22	Bermuda Sod in rolls Rolling	SF
23	Floritam Sod Rolling	SF
24	Floritam Sod in rolls Rolling	SF
25	Watering per Specification (per 1000 gallons)	1000 gal
26	Restoration Bahia Sod per Specification	SF
27	Restoration Centipede Sod per Specification	SF
28	Restoration Bermuda Sod per Specification	SF
29	Restoration Floritam Sod per Specification	SF

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

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

5.3 Name and address of sod farm Contractor proposes to utilize:

Sod Farm Self Owned: Yes _____ No _____

Name: _____

Address: _____

5.4 List below the name and years experience of the Contract Supervisor that will be assigned to this Contract.

Name: _____ Years Experience: _____

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section 5, 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 and bid guarantees for a period not to exceed 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 agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm 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 FORM

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of contractor, 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:

**SECTION I
CONTRACT SUPERVISOR**

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor:

City Contract Administrator: Office of Management & Budget
Att: Helen Quintana, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34983
Telephone: 772-871-5221
Email: hquintana@cityofpsl.com

City Project Manager: Mike Davis, Manager, Public Works Division
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34983
Telephone: 772 871 5120
Email: mdavis@cityofpsl.com

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

Contractor agrees to supply and install sod pursuant to the specifications set forth in Bid #20120055, with any attachments thereto (hereinafter "Specifications"). Said Specifications are incorporated herein by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____, 2012 and terminate _____, 2014. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. (2YRS)

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is to be based on the amount of material/labor furnished plus a one-time indemnification fee of \$10.00. Payments will be disbursed in the following manner: In full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

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.

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. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

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

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 Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

To the extent permitted under Florida Statutes, the Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this Contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this 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, agrees to maintain in full force and effect, at all times during the term 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 Contractor agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for 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.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by

the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

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, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120055 for Supply and Installation of Sod shall be listed as additionally insured"**. The Certificate of Insurance and policy shall unequivocally provide thirty- (30) days 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.

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 insure 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.

Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's 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 Employer's 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."

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

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 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 work done are to comply with all local, state and federal laws and regulations.

SECTION IX CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XII of this Contract.

SECTION XI DELIVERY DOCUMENTATION

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee

receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract 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 Contract 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 Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII 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 apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XIV 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 XV 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 XVI 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 XVII 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 or as extended pursuant to section XXI of 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. 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 official notice of scheduled delivery or scheduled work 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 vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this Contract and shall immediately cancel all existing Contracts in so far as such Contracts are properly chargeable to this Contract. Termination of the Contract by the City pursuant to this paragraph shall terminate the City's obligations hereunder.

SECTION XVIII 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 XIX 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 XX 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 XXI RENEWAL OPTION

In the event Contractor offers in writing three months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for two additional two year terms.

**SECTION XXII
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 Specifications.

(Balance of page intentionally left blank)

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

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: #20120055

Bid Title: Supply and Installation of Sod

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
Bid #20120055
Supply and Installation of Sod

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.

- _____ Has uploaded E-Bid Reply Sheet with proper signature and notarized.
- _____ Has uploaded Drug-Free Workplace Form
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Has acknowledged all Bid Addendum (if applicable).
- _____ Has uploaded Copy of Current Insurance Certificate.
- _____ MSDS in accordance with Specifications (if required)
- _____ Has reviewed the Contract and accept all City Terms and Conditions
- _____ Has completed and uploaded the E-Bid Reply Excel Spreadsheet.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

**E-BID REPLY EXCEL SPREADSHEET
SB #20120055
SUPPLY and INSTALLATION OF SOD**

BIDDER:

LINE NO.	DESCRIPTION	UNIT	UNIT COST
1	Bahia Sod (Furnished only)	SF	\$ -
2	Bahia Sod in rolls (Furnished only)	SF	\$ -
3	Centipede Sod (Furnished only)	SF	\$ -
4	Centipede Sod in rolls (Furnished only)	SF	\$ -
5	Certified 419 Bermuda Sod 16" xz 24" (Furnished only)	SF	\$ -
6	Certified 419 Bermuda Sod in rolls (Furnished only)	SF	\$ -
7	Floratom Sod (Furnished only)	SF	\$ -
8	Floratom Sod in rolls (Furnished only)	SF	\$ -
9	Bahia Sod (furnish and install)	SF	\$ -
10	Bahia Sod in rolls (furnish and install)	SF	\$ -
11	Centipede Sod (furnish and install)	SF	\$ -
12	Centipede Sod in rolls (furnish and install)	SF	\$ -
13	Certified 419 Bermuda Sod 16" x 24" (furnish and install)	SF	\$ -
14	Certified 419 Bermuda Sod in rolls (furnish and install)	SF	\$ -
15	Floratom Sod (furnish and install)	SF	\$ -
16	Floratom Sod in rolls (furnish and install)	SF	\$ -
17	Bahia Sod Rolling	SF	\$ -
18	Bahia Sod in rolls Rolling	SF	\$ -
19	Centipede Sod Rolling	SF	\$ -
20	Centipede Sod in rolls Rolling	SF	\$ -
21	Bermuda Sod Rolling	SF	\$ -
22	Bermuda Sod in rolls Rolling	SF	\$ -
23	Floratom Sod Rolling	SF	\$ -
24	Floratom Sod in rolls Rolling	SF	\$ -
25	Watering per Specification (per 1000 gallons)	1000 gal	\$ -
26	Restoration Bahia Sod per Specification	SF	\$ -
27	Restoration Centipede Sod per Specification	SF	\$ -
28	Restoration Bermuda Sod per Specification	SF	\$ -
29	Restoration Floratom Sod per Specification	SF	\$ -