

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7F
DATE 12/5/11

Meeting Date: December 5, 2011

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Demandstar Broadcast Date: October 27, 2011

Item: E-Bid #20120001 - Deliver, Supply & Install Certified Mulch & Pine Straw throughout the City

Recommended Action:

- 1) Approval of Award and Contract Documents with PSL Landscape Services, Inc for the delivery and installation of Certified Mulch for the unit price of \$32.00 per cubic yard and the delivery of Pine Straw for the unit price of \$3.85 per bale. Contract period will be twenty-four (24) months with an option to renew for an additional twenty-four month period. Expenditures will be as needed as budget allows per fiscal year.
- 2) Approval of Award and Contract Documents with Sunshine Land Design for the delivery of Certified Mulch for the unit price of \$1.01 per bag. Contract period will be twenty-four (24) months with an option to renew for an additional twenty-four month period. Expenditures will be as needed as budget allows per fiscal year.
- 3) Approval of Award and Contract Documents with Natures Keeper, Inc. for the delivery and installation of Pine Straw for the unit price of \$5.15 per bale. Contract period will be twenty-four (24) months with an option to renew for an additional twenty-four month period. Expenditures will be as needed as budget allows per fiscal year.

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

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

Summary Explanation/Background Information: Three proposals were received on November 22, 2011. The Engineering Department has reviewed the proposals and recommends City Council approve the award to the following Contractors for various materials and services; PSL Landscape Services, Inc for delivery and installation of Certified Mulch and for the delivery of Pine Straw by the bales, Sunshine Land Design for the delivery of Certified Mulch and to Natures Keeper, Inc for the delivery and installation of Pine Straw. The Contract period is twenty-four (24) months with an option to renew for an additional twenty-four (24) month period. Expenditures will be as needed as budget allows per fiscal year.

Purchase is budgeted in the 104/401 Fund.

RECEIVED

NOV 30 2011

Expenditure: As budget allows

City Manager's Office

Department requests expenditure from the following:

Fund	104/401	Road & Bridge / Stormwater Fund
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Cost Center	4127	Greenbelt Operations
Object Code	534109	Landscape
Project	00000	n/a

Director of OMB concurs with award: MP City Manager concurs with award: JAB

Department requests -0- minutes to make a presentation.

Submitted by: Patricia Roebing Date Submitted: 11/29/11

Title: City Engineer



"A City for All Ages"

CITY OF PORT ST. LUCIE
ENGINEERING DEPARTMENT
Accredited Agency – American Public Works Association



MEMORANDUM

To: Cheryl Shanaberger, Deputy Director OMB

Thru: James Angstadt, P.E. Engineering Department

From: John Dunton, Project Manager Engineering Department

Date: November 29, 2011

Re: Recommend Award for City Wide Mulch and Pine Straw installation and Delivery

The Engineering Department recommends that the City award three (3) separate contracts to the lowest most responsive vendors for the supply and installation of Mulch and Pine Straw throughout the City.

PSL Landscape Services: Installation of Certified Grade "A" Red Mulch unit price \$32.00 per cubic yard and delivery of Pine Straw \$3.85 per bale.

Natures Keeper: Installation of Pine Straw \$5.15 per bale.

Sunshine Land Design: Delivery of Certified Grade "A" Red Mulch \$1.01 per bag.

Funding Codes: 104-401 4127-534109.

If you have any questions or require additional information, please do not hesitate to contact me.

JD/

cc: Jesus Merejo – Utility Systems Director
Patricia Roebing, P.E. – City Engineer
Kimberly Graham, P.E. – Assistant City Engineer

Deliver, Supply, Install Certified Mulch & Pine Straw

**CITY OF PORT SAINT LUCIE
CONTRACT #20120001**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **PSL Landscape Services, Inc.**, 6132 NW Snook Court, Port St. Lucie, Florida 34979, Telephone No. (772) 879-3766 and Fax No. (772) 873-2806, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT MANAGER

As used herein the Project Manager shall mean John Dunton, Project Manager, at the Engineering/Public Works Department (772) 344-4035.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120001, **Deliver, Supply and Install Certified Mulch and Pine Straw throughout the City of Port St. Lucie** are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and continue for a period of twenty-four (24) months terminating thereafter on _____, 2013. 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 Project Manager until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis as indicated on Schedule A attached herein and made a part of this contract, which plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Partial Release of Liens from all Contractor's, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request.

Deliver, Supply, Install Certified Mulch & Pine Straw

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of said final certificate.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Project Manager as provided in Section XII of the Contract.

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 City's contract number and Purchase Order number or Visa Authorization number.

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.

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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity

Deliver, Supply, Install Certified Mulch & Pine Straw

provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2010) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Deliver, Supply, Install Certified Mulch & Pine Straw

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120001 for the Delivery and Installation of Certified Grade "A" Red Mulch and Delivery of Pine Straw Bales shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager 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 works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**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 Project Manager.

**SECTION XI
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials the 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 Project Manager or his/her designee receiving the material. One copy shall be given to the Project Manager 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 Project Manager 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 Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, 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, 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 five hundred dollars (\$500.00) 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.

Deliver, Supply, Install Certified Mulch & Pine Straw

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

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

SECTION 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.

Deliver, Supply, Install Certified Mulch & Pine Straw

**SECTION XXI
RENEWAL OPTION**

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

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

**SECTION 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 Contract documents.

Balance of page intentionally left blank

Deliver, Supply, Install Certified Mulch & Pine Straw

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 **PSL Landscape Services, Inc.**

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE "A"

Line Item	Description	Unit of Measure	Unit Price
1	Certified Grade "A" Red Mulch, delivered and installed	Cu. Yds.	\$ 32.00
2	Pine Straw, delivered only	Bale	\$ 3.85
	TOTAL AMOUNT		

Deliver and install certified mulch shall be performed within ten (10) calendar days after receipt of order.

Delivery of pine straw bales shall be performed within seven (7) calendar days after receipt of order.

Deliver, Supply, Install Certified Mulch & Pine Straw

**CITY OF PORT SAINT LUCIE
CONTRACT #20120001**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Sunshine Land Design**, 3291 SE Lionel Terrace, Stuart, Florida 34997, Telephone No. (772) 283-2648 and Fax No. (772) 283-8944, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT MANAGER

As used herein the Project Manager shall mean John Dunton, Project Manager, at the Engineering/Public Works Department (772) 344-4035.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120001, **Deliver, Supply and Install Certified Mulch and Pine Straw throughout the City of Port St. Lucie** are hereby incorporated by this reference.

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Deliver, Supply, Install Certified Mulch & Pine Straw

provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2010) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Deliver, Supply, Install Certified Mulch & Pine Straw

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120001 for the Delivery of Certified Grade "A" Red Mulch shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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**SECTION VI
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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.

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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 City Manager 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.

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The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

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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.

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Where Contract provides in whole or in part, for the sale and purchase of materials the 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 Project Manager or his/her designee receiving the material. One copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

**SECTION XII
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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 Project Manager 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 Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, 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, 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 five hundred dollars (\$500.00) 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 the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

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

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

**SECTION 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 Contract documents.

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Deliver, Supply, Install Certified Mulch & Pine Straw

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 **Sunshine Land Design**

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE "A"

Line Item	Description	Unit of Measure	Unit Price
1	Certified Grade "A" Red Mulch, delivered only	Cu. Ft.	\$ 1.01

Delivery of certified mulch shall be performed within five (5) calendar days after receipt of order.

Deliver, Supply, Install Certified Mulch & Pine Straw

**CITY OF PORT SAINT LUCIE
CONTRACT #20120001**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Nature's Keeper, Inc.**, 3795 Sneed Road, Fort Pierce, Florida 34945, Telephone No. (772) 467-1230 and Fax No. (772) 467-8923, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT MANAGER

As used herein the Project Manager shall mean John Dunton, Project Manager, at the Engineering/Public Works Department (772) 344-4035.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120001, **Deliver, Supply and Install Certified Mulch and Pine Straw throughout the City of Port St. Lucie** are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and continue for a period of twenty-four (24) months terminating thereafter on _____, 2013. 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 Project Manager until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis as indicated on Schedule A attached herein and made a part of this contract, which plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Partial Release of Liens from all Contractor's, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request.

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Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of said final certificate.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Project Manager as provided in Section XII of the Contract.

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 City's contract number and Purchase Order number or Visa Authorization number.

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.

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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity

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provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

The Contractor shall agree 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.

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An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2010) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

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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 Project Manager 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 Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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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, 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 five hundred dollars (\$500.00) 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 the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

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

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

**SECTION 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 Contract documents.

Balance of page intentionally left blank

Deliver, Supply, Install Certified Mulch & Pine Straw

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 **Nature's Keeper, Inc.**

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE "A"

Line Item	Description	Unit of Measure	Unit Price
1	Pine Straw, delivered & installed	Bales	\$ 5.15

Delivery and installation of pine straw bales shall be performed within three (3) calendar days after receipt of order.



"A City for All Ages"



CITY OF PORT ST. LUCIE

Sealed Electronic Bid #20120001
(E-Bid)

Deliver, Supply & Install Certified Mulch and Pine Straw
Throughout the City of Port St. Lucie

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

INVITATION TO E-BID

Sealed Electronic Bid #20120001 to Deliver, Supply and Install Certified Mulch and Pine Straw throughout the City of Port St. Lucie will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on November 22, 2011.** Specifications are attached.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids 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 will be 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 until the due date and time have been reached at which time the Bidder will no longer change or 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) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **November 9, 2011 beginning at 2:00 pm.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project 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(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five hundred (\$500.00) dollars, made payable to the City of Port St. Lucie. The Bid Bond or copy of the Certified Check must be uploaded at time of submittal and then mailed immediately after opening. **The Bid Bond or Certified Check must be received by this office within three (3) business days after the opening or the Bid may not be considered.**

For the purpose of this bid, the term Bidder, E-Bidder and Contractor may be used interchangeably.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 31.
- E-Bid Reply Sheet #20120001, page 1 (included in E-Bid Specifications).

Robyn Holder, CPPB
Contract Specialist

CAUTION: Bidders should take caution when uploading the Bid Reply. It is suggested that you upload your response in adequate time to assure that it will be posted on the day prior to the closing date. The City is not responsible for any power outages or internet interruptions.

SPECIFICATIONS

E-BID #20120001

**Deliver, Supply & Install Certified Mulch and Pine Straw
Throughout the City of Port St. Lucie**

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the delivery, supply and installation of certified mulch and pine straw throughout the City of Port St. Lucie. Contract period will be for a twenty-four (24) month period with an option to renew for an additional twenty-four (24) month period.

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

INTENT

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) or more qualified Contractors to deliver, in bulk or bags, or deliver and install certified mulch and pine straw on an annual basis as needed throughout the City of Port St. Lucie. The unit prices shall include all labor, materials, equipment guarantees and warranties.

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 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 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 unit price(s) indicated on their respective E-Bid Reply Excel Spreadsheet. 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.

Deliver, Supply & Install Mulch and Pine Straw

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. Bidders will submit all required licenses and certifications required to perform these projects with the E-Bid Reply Sheet #20120001. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the E-Bid Reply Sheet #20120001. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, 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 – Bidders may bid on any or all items. Bids will be awarded per item. 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:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has 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.
- ◆ 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, and depreciation.
- ◆ Determine what proposal provides the best value to the City for the selected items.
- ◆ City Ordinance Section 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.

Deliver, Supply & Install Mulch and Pine Straw

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 the OSHA guidelines.

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120001 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120001 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20120001.
- D. Enter total price on E-Bid Reply Sheet #20120001. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheet and the E-Bid Reply Sheet #20120001 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20120001 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20120001, E-Bid Reply Excel Spreadsheet, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, Bid Bond in the amount of \$500.00, Five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120001.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

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

Deliver, Supply & Install Mulch and Pine Straw

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.

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

1.9.5 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five hundred (\$500.00) dollars. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be uploaded on Demandstar.com with all other required responses (if submitting a cashier's check - this must be scanned and uploaded). Then the form of Surety **MUST** be received within **three (3) business days** after the opening or the Bid may not be considered.

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

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made Net thirty - (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

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 #20120001 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.

1.12 Execution of Contract or Purchase Order - The 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 all parties have properly executed it and a purchase order or Visa order form has been issued.

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

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

1.14 Subcontracting or Assigning of the Contract – The 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 #20120001.

1.15 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.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16.1 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.

1.17 City's Public Relations Image – The 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 Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.18 Dress Code – All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

1.19 Patent Fees, Royalties, and Licenses – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work

Deliver, Supply & Install Mulch and Pine Straw

agreed to be performed. The 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.

1.20 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.

1.21 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. Bidders may agree to allow other public agencies to contract with them for 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 Bidder.

1.22 Material Safety Data Sheets – Bidders shall provide MSDS's 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 CFR1910.1200. 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-CFR 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.

1.23 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

1.24 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 to the requirements of said legislation.

1.24.1 The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents..

1.25 Familiarity with Laws – The 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.

1.26 Damage to Property – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the

Deliver, Supply & Install Mulch and Pine Straw

Bidders expense. The 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) 871-5175

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 notwithstanding any representation to the contrary.

2.2 Warranty and Guarantee - All materials must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than two hundred seventy (270) calendar days; said period to commence upon the date materials are installed, or accepted by the City, whichever last occurs. This applies to the mulch sustaining its color.

2.2.1 Repair or Replacement - Should any defect appear during this period, the 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 7 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, or designed site.

2.4 Safety Precautions - The Bidder shall erect and maintain all necessary safeguards for the protection of the 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

Deliver, Supply & Install Mulch and Pine Straw

indirectly, in whole or in part, by the Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Bidder.

Maintenance of Traffic (MOT) plans will be required on all multi-lane roadways prior to the commencement of work. Arrow boards will also be required at these locations.

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

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

2.7 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager 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 Bidder.

2.8 Deductions - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained 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 at **2:00 p.m. on November 9, 2011**, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

Deliver, Supply & Install Mulch and Pine Straw

3.3 Scope of Work - The work involves the delivery, in bulk or bags, or delivered and installed, certified mulch and pine straw in various locations throughout the City of Port St. Lucie. All mulch products are to be certified by the Mulch and Soil Council.

3.4 Installation Specifications - The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

Contractor must coordinate all work with the Project Manager. The City reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the Project Manager or his/her designee, prior to installation in order to discuss needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of one (1) inch to a maximum depth of four (4) inches around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of one (1) to a maximum of three (3) feet from all trees and shrubs. A six (6) inch band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulch shall be completed within forty-five (45) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in mulch installation, the Contractor shall notify the City within two (2) days.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of completion.

3.5 Delivery - The Contractors are to state the number of calendar days after receipt of order required for delivery or delivery and installation on the E-Bid Reply Sheet #20120001. For the delivery and installation, time shall not exceed ten (10) calendar days after receipt of order. For delivery only, time shall not exceed seven (7) calendar days after the receipt of order. The City seeks a source of supply that will provide accurate and timely delivery. The awarded Bidder must adhere to delivery schedules. If, in the opinion of the City, the successful Bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the Contract may be cancelled upon written notice. See Section XVII of the Contract.

3.6 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City in advance.

4. BID BOND & CONTRACT REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five hundred (\$500.00) dollars made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation

Deliver, Supply & Install Mulch and Pine Straw

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 Bidder to comply with this requirement and send the original form of Surety within three (3) business days after the opening may be cause for the rejection of the bid.

4.2 Return of Proposal Guaranty - After the bids have been reviewed, 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 the proposal guaranty 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 Bidder shall execute the Contract; deliver the required Insurance Certificates and policies, and other documentation as required by the Contract. The City will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

4.4 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may 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 City, 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 City will sustain certain damages by reason of the failure of the Bidder 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 Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

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

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

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of

Deliver, Supply & Install Mulch and Pine Straw

quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Bidder or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

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

6.3 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.

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

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

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

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E-Bid Reply Sheet #20120001

Deliver, Supply & Install Certified Mulch and Pine Straw

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Total from Schedule "A - Line Item 1": \$ _____.

5.4 Bid Reply Sheet Total from Schedule "A - Line Item 2": \$ _____.

5.5 Bid Reply Sheet Total from Schedule "A - Line Item 3": \$ _____.

5.6 Bid Reply Sheet Total from Schedule "A - Line Item 4": \$ _____.

5.7 Number of calendar days required for delivery only: _____ days.

5.8 Number of calendar days required for delivery & installation: _____ days.

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 all labor, materials, equipment and warranties 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. LIST OF SUBCONTRACTORS:

7. INSURANCE CERTIFICATES LICENSE - 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. Bidders are required to submit all licenses and certifications required to perform this project.

8. 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.

9. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

10. 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

11. 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.

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Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes []

No []

Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of 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:

PROJECT MANAGER

As used herein the Project Manager shall mean John Dunton, Project Manager, at the Engineering/Public Works Department (772) 344-4035.

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120001, **Deliver, Supply and Install Certified Mulch and Pine Straw throughout the City of Port St. Lucie** are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and continue for a period of twenty-four (24) months terminating thereafter on _____, 2013. 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 Project Manager until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of \$ _____ as indicated on Schedule A attached herein and made a part of this contract, which plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Partial Release of Liens from all Contractor's, subcontractors, E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of said final certificate.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Project Manager as provided in Section XII of the Contract.

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 City's contract number and Purchase Order number or Visa Authorization number.

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.

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

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity

Deliver, Supply & Install Mulch and Pine Straw

provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2010) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political

Deliver, Supply & Install Mulch and Pine Straw

subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120001 for the Delivery, Sully and Installation of Certified Mulch and Pine Straw shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager 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 works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**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 Project Manager.

**SECTION XI
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials the 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 Project Manager or his/her designee receiving the material. One copy shall be given to the

Deliver, Supply & Install Mulch and Pine Straw

Project Manager 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 Project Manager 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 Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, 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, 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 five hundred dollars (\$500.00) 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 the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

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

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

**SECTION 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 Contract documents.

Balance of page intentionally left blank

Deliver, Supply & Install Mulch and Pine Straw

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120001

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;

3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary (print & sign name)
Commission No. _____

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST. LUCIE
E-BID # 20120001

PROJECT TITLE: Deliver, Supply & Install Certified Mulch and Pine Straw

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes 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

Deliver, Supply & Install Mulch and Pine Straw

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

E-Bid: # _____

E-Bid Title: _____

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
E-Bid #20120001
Deliver, Supply & Install Certified Mulch and Pine Straw

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 Sealed E-Bid in its entirety.

- _____ E-Bid Reply Sheet #20120001 with proper signature uploaded to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ \$500.00 Bid Bond (or other acceptable form of Surety) uploaded to Demandstar and sent to OMB within three (3) business days after opening.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120001.
- _____ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors, if any. All requested information is to be uploaded to Demandstar.
- _____ 5 completed Reference Check Forms uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

E-BID REPLY EXCEL SPREADSHEET
E-BID #20120001
CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW

CompanyName: _____

Line Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Certified Red Mulch, delivered and installed	CU. YDS.	3,000		\$ -
	TOTAL AMOUNT				\$ -
2	Pine Straw, delivered and installed	Bales	1,000		\$ -
	TOTAL AMOUNT				\$ -
3	Certified Red Mulch, delivered only	CU. FT.	160		\$ -
	TOTAL AMOUNT				\$ -
4	Pine Staw, delivered only	Bale	1		\$ -
	TOTAL AMOUNT				\$ -

*Bids to be awarded per item. See Section 1.6 of the E-Bid Document.

* A Pallet consists of 80 Bags of Mulch - 2 cubic feet per bag = total 160 Cubic Feet.

AGENDA

Pre-Bid Conference

E-Bid #20120001

Deliver, Supply & Install Certified Mulch & Pine Straw Throughout the City of Port St. Lucie November 9, 2011 at 2:00 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is November 22, 2011 at 3:00 pm, not 3:30 pm. The Addendum for the Pre Bid Meeting will correct the time the E-Bid is due.

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - A Bid Bond is required in the amount of \$500.00. The Bid Bond or Cashier's Check is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond or Cashier's Check is to be mailed to the City. If the **original** Bid Bond or Cashier's Check is not received within 3 days after the opening, the bid will be null & void.
 - Last date for questions is November 15, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 5 of 32 for the e-bid submittal requirements.
 - The City has a local preference policy that will apply to this project.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: John Dunton from the Engineering/Public Works Department to go over the specifics of the project.
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre-Bid Conference
E-BID #20120001

Deliver, Supply & Install Certified Mulch & Pine Straw
November 9, 2011 @ 2:00 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1. Robyn Holder	CITY of PSL - OMB	rholder@CITYofpsl.com	T 871-5223 F 871-7337
2. Stewart Feketa	Natures Keeper	stewart@natures-keeper.com	T 772-2018216 F
3. David Rasbels	Natures Keeper Inc	David@Natures-keeper.com	T (772) 467-1230 F (772) 467-8923
4. John Dunton	City of PSL	jdunton@cityofpsl.com	T 772 344-4635 F
5. Melissa Lunsford	City of PSL - OMB	mlunsford@psl.com	T 871-5223 F
6. Jim ANGSTADT	CITY OF PSL - EN6.	j Angstadt@cityofpsl.com	T 344-4239 F
7. Chad Carter	Integrity Lawns & Landscaping	chad.carter@emal.com	T 863-801-5121 F 863-801-8448
8. Beorgette Beck	PSL Landscape Services	pslandserv@bellsoth.com	T 863-763-1842

816-2941e
873-2806

Addendum #1
Pre-Bid Conference
E-BID #20120001
Deliver, Supply & Install Certified Mulch & Pine Straw
November 9, 2011 @ 2:00 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions.

Sign-In Sheet

Introduction of key personnel

Reminder: Bid opening date is November 22, 2011 at 3:00 pm, not 3:30 pm. The Addendum for the Pre Bid Meeting will correct the time the E-Bid is due.

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

Review of Specifications requirements:

- A Bid Bond is required in the amount of \$500.00. The Bid Bond or Cashier's Check is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond or Cashier's Check is to be mailed to the City. If the **original** Bid Bond or Cashier's Check is not received within 3 days after the opening, the bid will be null & void.
- Last date for questions (RFI) is November 15, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
- Refer to Section 1.9 on Page 5 of 32 for the e-bid submittal requirements.
- The City has a local preference policy that will apply to this project.

An Addendum will be issued after this meeting with all the questions and comments listed.

John Dunton, Project Manager –

- Page 8: if you are using chemicals, make sure you have MSDS on you at all times.
- Section 1.26: if anything is damaged on the job notify a City representative ASAP.
- On Page 9: it states you have 270 days to make repairs/replacements. This is for discoloration of the mulch.
- Page 10: MOT is required to be supplied by the contractor. MOT standard FDOT indexes. If you do not have proper MOT your job will be shut down immediately. MOT plan is needed. Fill out a lane closure form from the Engineering Dept.
- Page 10, Sec. 3.3: Use mulch bags only, **no bulk**.
- Page 11: New mulch will be put on top of existing mulch. It is usually 3 inches thick. Also, keep a 6 inch mulch-free band around trees. This is very important.
- This project has to be completed in 45 days and usually 90% of this project can complete in one shot.
- The area must be kept clean (i.e. sidewalks, curbs, etc.).

Page 1 of 3

- Section 3.5: Delivering mulch on-site due to a work order should be completed in 10 working days.
- Section 3.6: Work schedule is 7 AM to sundown, Monday through Friday. No holidays will be allowed to work. Saturday work is permissible with written notification to the city. Due to the holidays, extra days will be given.

RH – One contractor is anticipated/intended to have the project awarded; however we can award per line item.

Questions & Answers:

1. Q - Is it the mulch going to be grade specific mulch?
A. Grade A
2. Q - Is there any specification on the pine stray?
A. No.
3. Q - What is the size of a typical bale? Weight or size?
A. 30 square foot bales is a standard bale.
4. Q - They usually give a pallet price, is that okay?
A. Yes. We are estimating 1,000 bales of pine straw should be on Crosstown Parkway, Segment 4 slopes. That is the only place we use pine straw.
5. Q - Does it have to be bales?
A. Yes, that is what I prefer. It looks better visually for us and it makes it as fair as possible.
6. Q - How are we going to price the bales, is it going to be 1,000 bales?
A. 1,000 bales will be the minimum order.

The E-Bid Reply Excel Spreadsheet has been revised and issued as Addendum #1A. This will be the only form accepted. Bids will be non-responsive if any other form is used.

Meeting adjourned.

Corrections to the Bid Document

Section 1.6 is to be replaced with the following Section:

1.6 Award of Contract – Bidders may bid on any or all items. Bids will ~~will~~ **may** be awarded per item. 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:

- ◆ Have sufficient financial resources to complete the order.

- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has 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.
- ◆ 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, and depreciation.
- ◆ Determine what proposal provides the best value to the City for the selected items.
- ◆ City Ordinance Section 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.

Section 3.3 is to be replaced with the following:

3.3 Scope of Work - The work involves the delivery, in bulk or bags, or delivered and installed, Certified Grade A Mulch and pine straw in various locations throughout the City of Port St. Lucie. All mulch products are to be certified by the Mulch and Soil Council.

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ADDENDUM #1A
"REVISED" E-BID REPLY EXCEL SPREADSHEET
E-BID #20120001
CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW
DATED: NOVEMBER 10, 2011

CompanyName: _____

Line Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Certified Grade "A" Red Mulch, delivered and installed	CU. YDS.	3,000		\$ -
	TOTAL AMOUNT				\$ -
2	Pine Straw, delivered and installed	Bales	1,000		\$ -
	TOTAL AMOUNT				\$ -
3	Certified Grade "A" Red Mulch, delivered only	CU. FT.	160		\$ -
	TOTAL AMOUNT				\$ -
4	Pine Staw, delivered only	Bale	1		\$ -
	TOTAL AMOUNT				\$ -

*Bids may be awarded per item. See Section 1.6 of the E-Bid Document.

* A Pallet consists of 80 Bags of Mulch - 2 cubic feet per bag = total 160 Cubic Feet.

** Pine Straw will ordered at a minimum of 1,000 at a time. Bales are to be 30 square feet each.

E-BID TABULATION REPORT
E-BID #20120001

CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW
OPENED: NOVEMBER 22, 2011 @ 3:00 PM

Line Item	Description	Unit of Measure	Quantity	PSL Landscape Services		Sunshine Land Design		Natures Keeper, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Certified Grade "A" Red Mulch, delivered and installed	CU. YDS.	3,000	\$ 32.00	\$ 96,000.00	\$ 50.30	\$ 150,900.00	\$ 39.85	\$ 119,550.00
	TOTAL AMOUNT				\$ 96,000.00		\$ 150,900.00		\$ 119,550.00
2	Pine Straw, delivered and installed	Bales	1,000	\$ 5.75	\$ 5,750.00	\$ 7.99	\$ 7,990.00	\$ 5.15	\$ 5,150.00
	TOTAL AMOUNT				\$ 5,750.00		\$ 7,990.00		\$ 5,150.00
3	Certified Grade "A" Red Mulch, delivered only	CU. FT.	160	\$ 17.50	\$ 2,800.00	\$ 1.01	\$ 161.60	\$ 1.15	\$ 184.00
	TOTAL AMOUNT				\$ 2,800.00		\$ 161.60		\$ 184.00
4	Pine Staw, delivered only	Bale	1	\$ 3.85	\$ 3.85	\$ 4.91	\$ 4.91	\$ 3.99	\$ 3.99
	TOTAL AMOUNT				\$ 3.85		\$ 4.91		\$ 3.99
1	Acknowledge all Addenda.				Yes		Yes		Yes
2	\$500.00 Bid Bond received in 3 days.				Yes		Yes		Yes
3	Copy of current Insurance.				Yes		Yes		Yes
4	Review & accept all City terms & conditions.				Yes		Yes		Yes
5	Submitted all licenses required to perform the work.				Yes		Yes		Yes
6	Number of calendar days required for delivery & installation.				10 days		10 days		3 days
7	Number of calendar days required for delivery.				7 days		5 days		3 days
8	Submitted 5 Reference Check forms.				Yes		Yes		Yes
9	Accepts Visa.				Yes		Yes		Yes
10	Discount offered when using Visa.				0%		0%		0%
11	Submitted W-9 form.				Yes		Yes		Yes
12	Submitted Non-Collusion form & Drug Free Form.				Yes		Yes		Yes

E-BID REPLY EXCEL SPREADSHEET
E-BID #20120001
CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW

CompanyName: _____ Natures Keeper Inc. _____

Line Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Certified Red Mulch, delivered and installed	CU. YDS.	3,000	\$ 39.85	\$ 119,550.00
	TOTAL AMOUNT				\$ 119,550.00
2	Pine Straw, delivered and installed	Bales	1,000	\$ 5.15	\$ 5,150.00
	TOTAL AMOUNT				\$ 5,150.00
3	Certified Red Mulch, delivered only	CU. FT.	160	\$ 1.15	\$ 184.00
	TOTAL AMOUNT				\$ 184.00
4	Pine Staw, delivered only	Bale	1	\$ 3.99	\$ 3.99
	TOTAL AMOUNT				\$ 3.99

*Bids to be awarded per item. See Section 1.6 of the E-Bid Document.

* A Pallet consists of 80 Bags of Mulch - 2 cubic feet per bag = total 160 Cubic Feet.

Deliver, Supply & Install Certified Mulch and Pine Straw

1. COMPANY NAME: Natures Keeper Inc

DIVISION OF: _____

PHYSICAL ADDRESS: 3795 Sneed Rd. Ft. Pierce FL 34945

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Ft. Pierce FL 34945

TELEPHONE NUMBER: (nr) 467-1230 FAX NO. (nr) 467-8925

CONTACT PERSON: David Rodends E-MAIL: Dave@natures-keeper.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Roberta West
President

Stewart Feleta
Vice President

Krysten Berger
Treasurer

How long in present business: 25 years How long at present location: 13 yrs

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
<u>1 A</u>	<u>11/10/11</u>
<u>1</u>	<u>11/9/11</u>

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

Deliver, Supply & Install Mulch and Pine Straw

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bid Reply Sheet Total from Schedule "A - Line Item 1": \$ 119,550.⁰⁰

5.4 Bid Reply Sheet Total from Schedule "A - Line Item 2": \$ 5,50.⁰⁰

5.5 Bid Reply Sheet Total from Schedule "A - Line Item 3": \$ 184.⁰⁰

5.6 Bid Reply Sheet Total from Schedule "A - Line Item 4": \$ 3.⁹⁹

5.7 Number of calendar days required for delivery only: 3 days.

5.8 Number of calendar days required for delivery & installation: 3 days.

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 all labor, materials, equipment and warranties 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. LIST OF SUBCONTRACTORS:

None

7. **INSURANCE CERTIFICATES LICENSE** - 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. Bidders are required to submit all licenses and certifications required to perform this project.

8. **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.

9. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

Notices Keep Inc does:
(Name of Business)

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

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

Roberta West
Bidder's Signature
11/15/2011
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 2 Counterparts



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Nature's Keeper, Inc.
(Here insert full name and address or legal title of Contractor)
3795 Sneed Road, Fort Pierce, FL 34945

as Principal, hereinafter called the Principal, and United Fire & Casualty Company
(Here insert full name and address or legal title of Surety)
PO Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099
as Obligee, hereinafter called the Obligee, in the sum of Five Hundred Dollars and 00/100

Dollars (\$ 500.00),

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

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Bid No. 20120001 (E-BID), Deliver, Supply & Install Certified Mulch and Pine Straw Throughout the City of Port St. Lucie,

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

Signed and sealed this 22nd day of November 2011

(Witness) } Nature's Keeper, Inc.
(Principal) (Seal)

(Title)

Danna Keeper
(Witness) } United Fire & Casualty Company
(Surety) (Seal)
Leslie M. Donahue
(Title)
Leslie M. Donahue, Attorney-in-Fact
and Florida Licensed Resident Agent

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR GLORIA A. RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, ALL INDIVIDUALLY OF MATTLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors, or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of January, 2010.



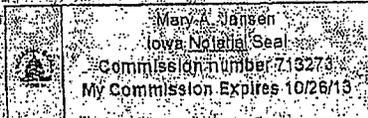
UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

On 27th day of January, 2010, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation, and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Nissen
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 27th day of January, 2010.

Daniel A. Gage
Secretary

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
Natures Keeper Inc.
 Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see Instructions) ▶

Address (number, street, and apt. or suite no.)
3795 Sneed Road
 City, state, and ZIP code
Fort Pierce FL 34945
 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number <i>651 0313390</i>

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Roberta West* Date ▶ *11/15/2011*

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

NOTEPAD:HOLDER CODE PORTS-4
INSURED'S NAME Nature's Keeper, Inc.NATUR-3
OP ID: LOPAGE 2
DATE 11/15/11

Also CG2026-Designated Person or Organization endorsement applies in favor of Certificate Holder. The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability" per form CA0001 (10/01) I.A.1.c.A. Certificate Holder is also included as Additional Insured on the Business Auto policy per Master Pak for Auto form CA8514 07/04, but only if required by written contract or agreement. Per Project Aggregate Applies regarding the General Liability coverage per General Liability Master Pak Plus form CG8416 (12/03). Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability MasterPak Plus form CG8416 (12/03) and the Master Pak for Commercial Automobile form CA8514 (07/04). The General Liability coverage is primary and non-contributory per Master Pak Plus form CG8416 (12/03), if required by written contract. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form CG8583 10/05 but only if required by written contract

Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy. RE: Bid Contract #20120001 Deliver, Apply & Install Certified Mulch & Pine Straw throughout City of Port St Lucie. *30 Days notice of cancellation, Except 10 days for non-payment.

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 8

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (SOD MULCH)

BUSINESS/ Natures's Keeper Inc

DBA NAME

MAILING ADDRESS Natures's Keeper Inc.

Roberta West
3795 Sneed Rd
Fort Pierce, FL 34945

BUSINESS LOCATION 3795 Sneed Rd

Fort Pierce, FL 34945

St Lucie County



RENEWAL ORIGINAL TAX	\$27.55
PENALTY COLLECTION COST	
TOTAL	\$27.55

NONEXEMPT

V10029

Paid 09/09/2011 27.55

0118-20110909-006511

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Natures's Keeper Inc.
Roberta West
3795 Sneed Rd
Fort Pierce, FL 34945

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120001

State of FLORIDA }

County of ST. LUCIE }

ROBERTA WEST, being first duly sworn, disposes and says that:
(Name/s)

1. They are PRESIDENT of Nature's Keeper Inc the Bidder that
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;

3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

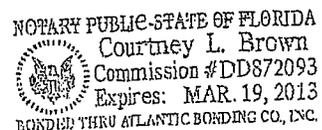
(Signed) Roberta West
(Title) President

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this November 16, 2011
(Date)

by: Roberta West who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Courtney L. Brown
Notary (print & sign name)
Commission No. DD872093



Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST. LUCIE
E-BID # 20120001

PROJECT TITLE: Deliver, Supply & Install Certified Mulch and Pine Straw

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Natures Keeper Inc.

Corporate Title: PRESIDENT

Address: 3795 Sneed Road

FORT PIERCE, FL 34945

(Zip Code)

By: ROBERTA WEST PRESIDENT

(Print name)

(Print title)

Roberta West
(Authorized Signature)

Telephone: (772) 467-1230

Fax: (772) 467-8923

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST. LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: Natures Keeper Inc.

Reference: Ranger Construction Fax #: 561-784-8500

Email: _____ Telephone #: 561-793-9400

Person to contact: Bob Schaffer

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

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

Installation of Sod (incl. watering)

Was the project completed on time and within budget? Yes

What was the project completion date? 9/2011

How many projects has this vendor completed for you within the past 5 years? 10 +

What problems were encountered (claims)? None

How many change orders were requested by this Contractor? None

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

Professionalism 8
Qualifications 9
Budget Control 9

Final Product 9
Cooperation 8
Reliability 8

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

~~Bidder Instructions: Fill out top portion only.~~

(Please print or type)

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: Natures Keeper Inc

Reference: City of Fort Pierce Fax #: 772-489-3194

Email: J Telephone #: 772-460-2200

Person to contact: Jack Andrews

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: Natures Keeper Inc

Reference: Felix Associates Fax #: 772-220-2728

Email: _____ Telephone #: 772-220-2722

Person to contact: Vinny Amato

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: Natures Keeper Inc

Reference: Johnson Brothers Fax #: 813-685-5939

Email: _____ Telephone #: 813-685-5101

Person to contact: Paul Johnson

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

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

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard

Port St. Lucie, Florida, 34984

772-871-5223

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: Natures Keeper Inc

Reference: Community Asphalt Fax #: 305-829-8772

Email: _____ Telephone #: 905-829-0700

Person to contact: John Morris

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

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

Landscaping, Siding, erosion control

Was the project completed on time and within budget? Yes

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years? Numerous (more than 10)

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? None that I can recall

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

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>9</u>

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

Comments: well established local firm with excellent management

Thank you.

For CMB Use Only	
Reference Checked	<input type="checkbox"/>
Clerk Checked	<input type="checkbox"/>

E-Bid #20120001

CHECKLIST
E-Bid #20120001

Deliver, Supply & Install Certified Mulch and Pine Straw

Name of Bidder: Natures Keeper Inc.

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

- E-Bid Reply Sheet #20120001 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- \$500.00 Bid Bond (or other acceptable form of Surety) uploaded to Demandstar and sent to OMB within three (3) business days after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120001.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors, if any. All requested information is to be uploaded to Demandstar.
- 5 completed Reference Check Forms uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

ADDENDUM #1A
"REVISED" E-BID REPLY EXCEL SPREADSHEET
E-BID #20120001
CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW
DATED: NOVEMBER 10, 2011

CompanyName: SUNSHINE LAND DESIGN, INC.

Line Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Certified Grade "A" Red Mulch, delivered and installed	CU. YDS.	3,000	\$ 50.30	\$ 150,900.00
	TOTAL AMOUNT				\$ 150,900.00
2	Pine Straw, delivered and installed	Bales	1,000	\$ 7.99	\$ 7,990.00
	TOTAL AMOUNT				\$ 7,990.00
3	Certified Grade "A" Red Mulch, delivered only	CU. FT.	160	\$ 1.01	\$ 161.60
	TOTAL AMOUNT				\$ 161.60
4	Pine Staw, delivered only	Bale	1	\$ 4.91	\$ 4.91
	TOTAL AMOUNT				\$ 4.91

*Bids may be awarded per item. See Section 1.6 of the E-Bid Document.

* A Pallet consists of 80 Bags of Mulch - 2 cubic feet per bag = total 160 Cubic Feet.

** Pine Straw will ordered at a minimum of 1,000 at a time. Bales are to be 30 square feet each.

Deliver, Supply & Install Certified Mulch and Pine Straw

1. COMPANY NAME: SUNSHINE LAND DESIGN, INC.

DIVISION OF:

PHYSICAL ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL 34997

MAILING ADDRESS: PO BOX 559

CITY, STATE, ZIP CODE: PORT SALERNO, FL 34992

TELEPHONE NUMBER: () 772-283-2648 FAX NO. () 772-283-8944

CONTACT PERSON: TIM TAYLOR E-MAIL: ttaylor@sunshinelanddesign.com; mfenton@sunshinelanddesign.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

TIMOTHY R. TAYLOR President

FRANKIE TAYLOR / MARGARET FENTON Vice President

TIMOTHY R. TAYLOR Treasurer

How long in present business: 27 YEARS How long at present location: 10 YEARS

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

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

Table with 2 columns: Addendum Number, Date Issued. Row 1: 01, 11/11/2011

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

Deliver, Supply & Install Mulch and Pine Straw

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Total from Schedule "A - Line Item 1": \$ 150,900.00

5.4 Bid Reply Sheet Total from Schedule "A - Line Item 2": \$ 7,990.00

5.5 Bid Reply Sheet Total from Schedule "A - Line Item 3": \$ 161.60

5.6 Bid Reply Sheet Total from Schedule "A - Line Item 4": \$ 4.91

5.7 Number of calendar days required for delivery only: 5 days.

5.8 Number of calendar days required for delivery & installation: 10 days.

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 all labor, materials, equipment and warranties 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. LIST OF SUBCONTRACTORS:

NONE

7. **INSURANCE CERTIFICATES LICENSE** - 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. Bidders are required to submit all licenses and certifications required to perform this project.

8. **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.

9. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: SUNSHINE LAND DESIGN, INC.

Reference: SAILFISH POINT Fax #: 772-225-1631

Email: r.marx@sailfishpoint.com Telephone #: 772-225-1615

Person to contact: RICHARD MARX

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

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

*FULL LANDSCAPE/HARDSCAPE INSTALLATION & MAINTENANCE
ASPHALT & PAVER INSTALLATION & MAINTENANCE
BEACH RENOVISHMENT & DUNE SCAPE*

Was the project completed on time and within budget?

YES

What was the project completion date?

1981 - PRESENT

How many projects has this vendor completed for you within the past 5 years?

THOUSANDS

What problems were encountered (claims)?

TO MINOR TO MENTION - NO CLAIMS

How many change orders were requested by this Contractor?

0

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

Professionalism 9
Qualifications 10
Budget Control 9

Final Product 9
Cooperation 10
Reliability 10

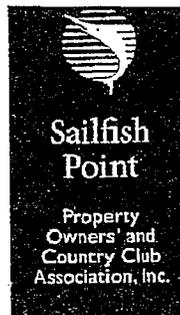
Would you contract with this Contractor again? Yes No [] Maybe []

Comments: *I HOLD TIM TAYLOR IN MY
THANK YOU. HIGHEST ESTEEM.*

Richard Marx

E-Bid #20120001

For OMB Use Only	
Reference Checked	
Clerk Checked	



Richard Marx
Project Engineer

772.225.1615 | f 772.225.1631
r.marx@sailfishpoint.com
www.sailfishpoint.com
6929 SE South Marina Way, Stuart, FL 34996

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001	
Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie	
Bidder: <u>SUNSHINE LAND DESIGN, INC.</u>	
Reference: <u>PLANTATION MANAGEMENT COMPANY</u>	Fax #: <u>772-220-4244</u>
Email: <u>pmcflorida@aol.com</u>	Telephone #: <u>772-220-0005</u>
Person to contact: <u>TIM KAZMIRE</u>	

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

Describe the scope of work of the contract awarded by your firm to this Contractor. *ANNUAL LANDSCAPING CONTRACTS IN ADDITION TO SPECIAL PROJECTS*

Was the project completed on time and within budget? *yes*
What was the project completion date? *HAVE WORKED WITH COMPANY FOR PAST 20 YEARS*
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)? *NONE*

How many change orders were requested by this Contractor? *0*

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

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

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

Comments:

Thank you.

For DMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: SUNSHINE LAND DESIGN, INC.

Reference: ADVANTAGE PROPERTY MANAGEMENT Fax #: 772-288-0175

Email: _____ Telephone #: 772-334-8900

Person to contact: JANE PHILLIPS

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: SUNSHINE LAND DESIGN, INC.

Reference: MARTIN COUNTY Fax #: 772-221-1417

Email: fdoolity@martin.fl.us Telephone #: 772-463-3240

Person to contact: CHANDLER DOOLITY

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: SUNSHINE LAND DESIGN, INC.

Reference: CITY OF STUART Fax #: 772-288-5341

Email: mleggett@ci.stuart.fl.us Telephone #: 772-288-5341

Person to contact: MILTON LEGGETT

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

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

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120001

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120001

State of FLORIDA }

County of MARTIN }

MARGARET FENTON, being first duly sworn, disposes and says that:
(Name/s)

1. They are VICE PRESIDENT of SUNSHINE LAND DESIGN, INC. the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

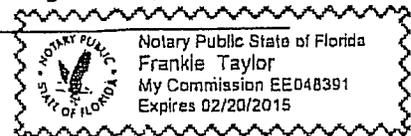
(Signed) *Margaret Fenton*
(Title) VICE PRESIDENT

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this NOVEMBER 22, 2011
(Date)

by: MARGARET FENTON who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Frankie Taylor
Notary (print & sign name)
Commission No. _____



Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST. LUCIE

E-BID # 20120001

PROJECT TITLE: Deliver, Supply & Install Certified Mulch and Pine Straw

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: SUNSHINE LAND DESIGN, INC.

Corporate Title: _____

Address: 3291 SE LIONEL TERRACE, STUART, FL 34997

(Zip Code)

By: MARGARET FENTON VICE PRESIDENT

(Print name)

(Print title)



(Authorized Signature)

Telephone: () 772-283-2648

Fax: () 772-283-8944

State License # CGC1518885 (ATTACH COPY)

County License # 2008-513-1200 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: GENERAL CONTRACTOR

Unlimited YES (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

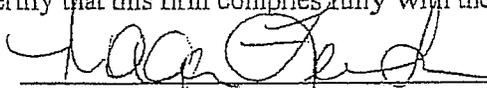
The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

SUNSHINE LAND DESIGN, INC. does:

(Name of Business)

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

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



Bidder's Signature

11/22/2011

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Sunshine Land Design, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 3291 SE Lionel Terrace	Requester's name and address (optional)
City, state, and ZIP code Stuart, FL 34997	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number
59 2712892

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11/21/2011
------------------	----------------------------	-------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

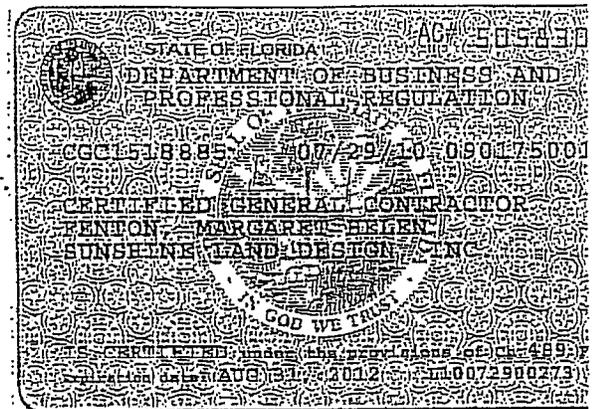
(850) 487-1395

FENTON, MARGARET HELEN
SUNSHINE LAND DESIGN, INC.
5441 SE MEADOW SPRINGS BLVD
STUART FL 34997

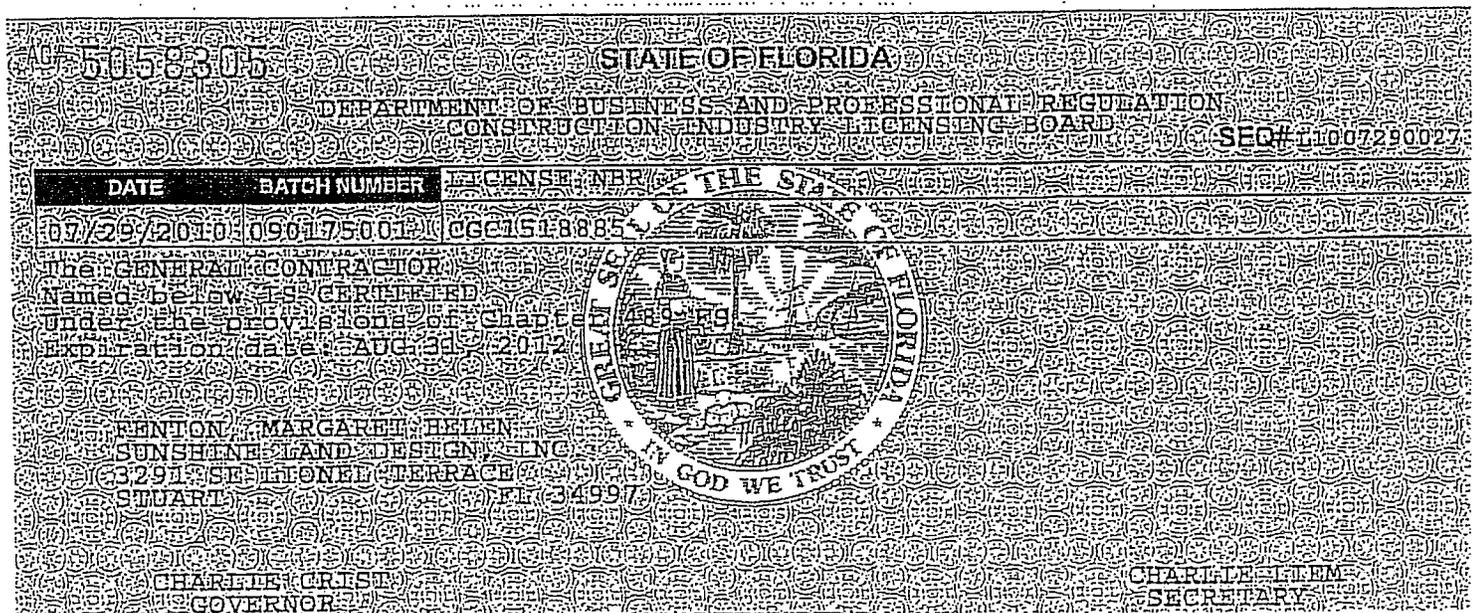
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE





CERTIFICATE OF LIABILITY INSURANCE

SUNSL-1

OP ID: TJ

DATE (MM/DD/YYYY)

08/01/11

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

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

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU, CIC.	772-286-4334	CONTACT NAME:	
	772-286-9389	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance	NAIC # 24112
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Sunshine Land Design, Inc.
P.O. Box 559
Port Salerno, FL 34992

COVERAGES

CERTIFICATE NUMBER:

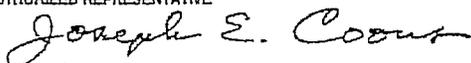
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR) / WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Bk Addl Ins-cont GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	TRA6510613	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000		TRA6510613	07/30/11	07/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		TRA6510613	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT COVERED THROUGH STUART INSURANCE			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTRACTORS EQUIP		TRA6510613	07/30/11	07/30/12	RENTED EQ 100,000 DED \$1,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Port St Lucie, political subdivision of the State of Florida, its officers, employees, and agents are listed as additional insured for ongoing and completed operations. Waiver of subrogation in favor of the same with respect to General Liability. 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

CIPSL-1 City of Port St Lucie c/o Periculum Services Group REF: 90-143440-20060038-0-0 P.O. Box 257 Portland, MI 48875-0257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Sunshine Land Design, Inc.

as Principal hereinafter called the Principal, and Old Republic Surety Company
as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Port St. Lucie, FL

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred and no/100-----

Dollars (\$ 500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. 20120001; Deliver, Supply and Install Certified Mulch and Pine Straw

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

Signed and sealed this 22 day of November, 2011

J. H. Bess
Witness

Sunshine Land Design, Inc.
Principal (Seal)

By: Margaret Fertan
Margaret Fertan, Vice Pres. Name/Title

Shannon Miller
Witness

Old Republic Surety Company
Surety (Seal)

By: James E. Dickmeyer
James E. Dickmeyer Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES E. DICKMEYER, OF STUART, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS (\$6,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

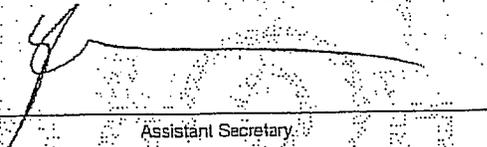
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

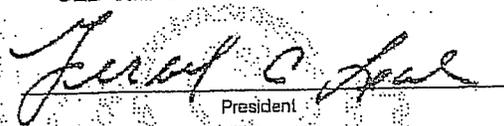
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of AUGUST, 2010.


Assistant Secretary

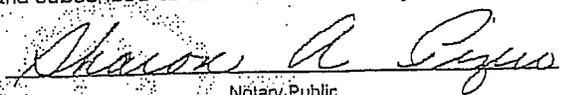


OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17TH day of AUGUST, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY, who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



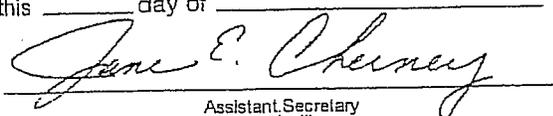

Notary Public
My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2465

THE DICKMEYER AGENCY

Signed and sealed at the City of Brookfield, WI this _____ day of _____

Assistant Secretary

CHECKLIST
E-Bid #20120001
Deliver, Supply & Install Certified Mulch and Pine Straw

Name of Bidder: SUNSHINE LAND DESIGN, INC.

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

- E-Bid Reply Sheet #20120001 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- \$500.00 Bid Bond (or other acceptable form of Surety) uploaded to Demandstar and sent to OMB within three (3) business days after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120001.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors, if any. All requested information is to be uploaded to Demandstar.
- 5 completed Reference Check Forms uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

ADDENDUM #1A
"REVISED" E-BID REPLY EXCEL SPREADSHEET
E-BID #20120001
CITY OF PORT ST. LUCIE
DELIVER, SUPPLY & INSTALL CERTIFIED MULCH AND PINE STRAW
DATED: NOVEMBER 10, 2011

Company Name: PSL LANDSCAPE SERVICES, INC.

Line Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Certified Grade "A" Red Mulch, delivered and installed	CU. YDS.	3,000	\$ 32.00	\$ 96,000.00
	TOTAL AMOUNT				\$ 96,000.00
2	Pine Straw, delivered and installed	Bales	1,000	\$ 5.75	\$ 5,750.00
	TOTAL AMOUNT				\$ 5,750.00
3	Certified Grade "A" Red Mulch, delivered only	CU. FT.	160	\$ 17.50	\$ 2,800.00
	TOTAL AMOUNT				\$ 2,800.00
4	Pine Straw, delivered only	Bale	1	\$ 3.85	\$ 3.85
	TOTAL AMOUNT				\$ 3.85

*Bids may be awarded per item. See Section 1.6 of the E-Bid Document.

* A Pallet consists of 80 Bags of Mulch - 2 cubic feet per bag = total 160 Cubic Feet.

** Pine Straw will ordered at a minimum of 1,000 at a time. Bales are to be 30 square feet each.

10/17/11
10/17/11

Deliver, Supply & Install Certified Mulch and Pine Straw

1. COMPANY NAME: PSL Landscape Services, Inc

DIVISION OF:

PHYSICAL ADDRESS: 6132 NW Snook Court PSL FL

MAILING ADDRESS: PO Box 14949

CITY, STATE, ZIP CODE: Fort Pierce FL 34979

TELEPHONE NUMBER: (787) 879-3766 FAX NO. (787) 873-2806

CONTACT PERSON: Georgette Beck - sales order E-MAIL: pslandserv@bellsouth.net
Cindy Conners - operations/cst/billing pslandscapeinc@bellsouth.net

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Joanna Kijewski
President

Vice President

Treasurer

How long in present business: 11 yrs How long at present location: 12 yrs

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? Woman owned

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

Table with 2 columns: Addendum Number, Date Issued. Rows: #1 (11-9-11), #1a (11-10-11)

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

Deliver, Supply & Install Mulch and Pine Straw

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bid Reply Sheet Total from Schedule "A - Line Item 1": \$ 96,000.00

5.4 Bid Reply Sheet Total from Schedule "A - Line Item 2": \$ 5,750.00

5.5 Bid Reply Sheet Total from Schedule "A - Line Item 3": \$ 2,800.00

5.6 Bid Reply Sheet Total from Schedule "A - Line Item 4": \$ 3.85

5.7 Number of calendar days required for delivery only: 7 days.

5.8 Number of calendar days required for delivery & installation: 10 days.

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 all labor, materials, equipment and warranties 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. LIST OF SUBCONTRACTORS:

7. **INSURANCE CERTIFICATES LICENSE** - 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. Bidders are required to submit all licenses and certifications required to perform this project.

8. **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.

9. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

PSL Landscape Services, Inc does:
(Name of Business)

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

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

Joanna Zyurak - President
Bidder's Signature

11-15-11
Date



OFFICIAL CHECK

75247452-0

RE:

PSL LANDSCAPE SERVICES INC

DATE: 11/16/2011

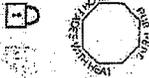
PAY TO THE ORDER OF ***CITY OF PORT ST LUCIE***

Five Hundred AND 00/100

\$500.00

⑆752474520⑆ ⑆011201335⑆ ⑆25069404⑆

[Handwritten Signature]
DRAWER, TD BANK, P.A.
AUTHORIZED SIGNATURE



MP

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
P.O. Box Services Inc.

Business name, if different from above

Check appropriate box: Individually Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. Box 14949

City, state, and ZIP code
Fort Pierce, FL 34949

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
6150989939

Part II Certification

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person [Signature] Date 11-16-11

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-3 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DC

DATE (MM/DD/YYYY)

11/09/11

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

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

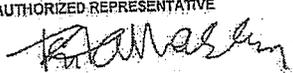
PRODUCER Stuart Insurance, Inc. 3070 S.W. Mapp Palm City, FL 34990 Rita Massey-Myer	772-286-4334	CONTACT NAME:	
	772-286-9389	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	PSLLA-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED PSL Landscape Services Inc PO Box 14949 Fort Pierce, FL 34979	INSURER A: American Fire & Casualty		24066
	INSURER B: West American Insurance Co		44393
	INSURER C: Ohio Casualty Ins Co		24074
	INSURER D: FCCI		10178
	INSURER E: Zurich American Insurance		27855
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BKA54429683	04/18/11	04/18/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	BAW54429683	04/18/11	04/18/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS	\$						
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
<input checked="" type="checkbox"/> H&NO PD	\$						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			USO54429683	04/18/11	04/18/12	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WC10A60086	06/27/11	06/27/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	LEASE/RENTED EQUIP			EC67480188	04/18/11	04/18/12	ded \$1000 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sealed Bid #2010001 Deliver, Supply & Install Certified Mulch & Straw. city of Port St. Lucie, Political Subdivision of the State of Florida, its officers, employees and agents for Contract have been added as Additional Insured's to the General Liability per attached forms CG8583 & CG8330, and to the Auto Liability policy. A Waiver of Subrogation in favor of the above mentioned Additional insureds has been endorsed to the General Liability, Auto Liability and Workers Comp policies. Umbrella is follow-form. 30 Days Notice of Cancellation applies.

CERTIFICATE HOLDER City of Port St. Lucie Office of Management & Budget Building A - Suite #390 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984	CITIPSL
	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 1005691

BOB DAVIS, CPA, CGEO, CRC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES

/ ROOMS

SEATS

EMPLOYEES 1

TYPE OF BUSINESS: 1799 MISC/SPECIALTY CONTRACTOR (IRRIGATION CONTRACTOR)

BUSINESS/ Albert Earl Burford

DBA NAME PSL Landscape Services Inc

MAILING: Albert Earl Burford

ADDRESS: PSL Landscape Services Inc

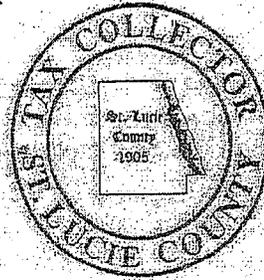
PO Box 14949

Fort Pierce, FL 34975

BUSINESS: 6132 NW Snook Court

LOCATION: Port St Lucie, FL 34983

City of Pt St Lucie



RENEWAL ORIGINAL TAX	\$12.35
PENALTY COLLECTION COST	
TOTAL	\$12.35

NONEXEMPT

P00000014677

Paid 07/27/2011 12.35

0025-20110727-004432

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Albert Earl Burford
PSL Landscape Services Inc
PO Box 14949
Fort Pierce, FL 34975

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT
BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

RECEIPT # 7202-20000046

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR
MACHINES

7

ROOMS

SEATS

EMPLOYEES 2

TYPE OF BUSINESS 7202 LANDSCAPE/LAWN CARE (LANDSCAPE
LAWN CARE)

BUSINESS/ George Kijewski

DBA NAME PSL Landscape Services Inc

MAILING PSL Landscape Services Inc

ADDRESS George Kijewski

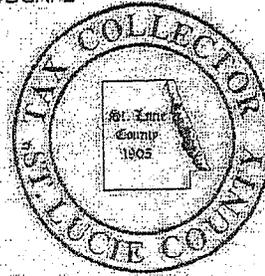
PO Box 14949

Fort Pierce, FL 34979

BUSINESS 6132 NW Snook Ct

LOCATION Port St Lucie, FL 34983

City of Pt St Lucie



RENEWAL ORIGINAL TAX \$15.10
PENALTY
COLLECTION COST
TOTAL \$15.10

11134 water well con
P00000014677

NONEXEMPT

Paid 07/27/2011 15:10

0025-20110727-004431

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

PSL Landscape Services Inc
George Kijewski
PO Box 14949
Fort Pierce, FL 34979



CITY OF PORT ST. LUCIE LOCAL BUSINESS TAX RECEIPT
 TERM: October 1, 2011 to September 30, 2012

PAID FOR TAX ONLY
THIS RECEIPT IS NOT VALID UNLESS THE BUSINESS ADDRESS IS CORRECT
ISSUED TO: PSL LANDSCAPE SERVICES INC
PO BOX 14949
FORT PIERCE FL 34979

Business Address: 6132 SNOOK CT
 Classification: CONT CONTRACTOR
 Issued to: PSL LANDSCAPE SERVICES INC
 PO BOX 14949

Business Tax 116426 / 12-1033601
 Fee: 127.63
 Discount: 0.00

Mary S. Mastio
 BUSINESS TAX AUTHORITY

FORT PIERCE FL 34979

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

LOCAL BUSINESS TAX RECEIPT CITY OF PORT ST. LUCIE Ywhite
 Fees: 190.72 Late Fees: 0.00 Total this payment: 190.72

The receipt does not mean that the taxpayer is exempt from the business tax. The taxpayer must still pay the regular tax and provide the necessary information to the business tax authority when all other information is provided. The taxpayer must also provide the necessary information to the business tax authority when all other information is provided.

THIS RECEIPT MUST BE EXHIBITED ON REQUEST AT ANY PLACE OF BUSINESS

TERM: October 1, 2011 to September 30, 2012

RECEIPT FOR PAYMENT

Business Address: 6132 SNOOK CT
 Classification: CONT CONTRACTOR
 Issued to: PSL LANDSCAPE SERVICES INC
 PO BOX 14949

Business Tax 116426 / 12-1033601
 Fee: 127.63
 Discount: 0.00

LOCAL BUSINESS TAX RECEIPT CITY OF PORT ST. LUCIE
 FORT PIERCE FL 34979

321 / 026 Ywhite

Fees: 190.72 Late Fees: 0.00 Total this payment: 190.72

The receipt does not mean that the taxpayer is exempt from the business tax. The taxpayer must still pay the regular tax and provide the necessary information to the business tax authority when all other information is provided. The taxpayer must also provide the necessary information to the business tax authority when all other information is provided.

TERM: October 1, 2011 to September 30, 2012

Fees: 190.72 Late Fees: 0.00 Total this payment: 190.72

FILE COPY

Business Address: 6132 SNOOK CT
 Classification: CONT CONTRACTOR
 Issued to: PSL LANDSCAPE SERVICES INC
 PO BOX 14949

Business Tax 116426 / 12-1033601
 Fee: 127.63
 Discount: 0.00

321 / 026 Ywhite

Deliver, Supply & Install Mulch and Pine Straw

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20120001

State of Florida }

County of St. Lucie }

Joanna Kiyoski, being first duly sworn, disposes and says that:
(Name/s)

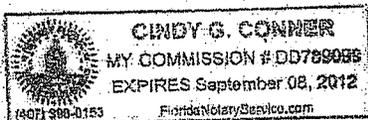
1. They are President of PS Landscap Services the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Joanna Kiyoski
(Title) President

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this November 15, 2011
(Date)

by: Joanna Kiyoski who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.



Cindy G. Conner - Cindy G. Conner
Notary (print & sign name)
Commission No. DD789095

E-Bid #20120001

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST. LUCIE
E-BID # 20120001

PROJECT TITLE: Deliver, Supply & Install Certified Mulch and Pine Straw

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: PSL Landscape Services Inc

Corporate Title: President

Address: PO Box 14949

Fort Pierce FL 34979
(Zip Code)

By: Joanna Kitewski President
(Print name) (Print title)

Joanna Kitewski - President
(Authorized Signature)

Telephone: (787) 879-3766

Fax: (787) 873-2806

State License # n/a 65- (ATTACH COPY)

County License # 7202-2000046 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Lawn service/landscaping

Unlimited (yes/no)

If "NO", Limited to what trade? Landscape/lawn service
Irrigation

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: PSL Landscape Services, Inc.

Reference: Benderson Development Fax #: 941-359-1618
Email: dwh@benderson.com Telephone #: 941-993-7486
Person to contact: David Harmon

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

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

yearly landscape maintenance & landscape projects

Was the project completed on time and within budget? *yes*

What was the project completion date? *yes*

How many projects has this vendor completed for you within the past 5 years? *10 plus*

What problems were encountered (claims)? *no*

How many change orders were requested by this Contractor? *none*

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

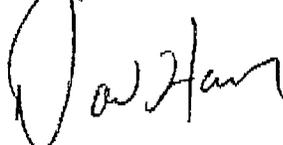
Professionalism 9
Qualifications 9
Budget Control 9

Final Product 9
Cooperation 9
Reliability 9

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.



E-Bid #20120001

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984

772-871-5223

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: PSL Landscape Services INC

Reference: ARB Real Estate Investments LLC Fax #: 772-334-8013

Email: Cgeic@comcast.net Telephone #: 772-334-8133

Person to contact: Charles, Jeff or Debbie

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

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

- Was the project completed on time and within budget?
- What was the project completion date?
- How many projects has this vendor completed for you within the past 5 years?
- What problems were encountered (claims)?
- How many change orders were requested by this Contractor?
- How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____

Qualifications _____ Cooperation _____

Budget Control _____ Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: PSL Landscape Services, Inc

Reference: NAT Southcoast

Fax #: 772-286-7535

Email: jtrenton@nat-southcoast.com Telephone #: 772-286-6292

Person to contact: Jennifer Trent

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: PSL Landscape Services Inc

Reference: Willard Development

Fax #: 772-340-2444

Email: hector@willarddevelopment.com Telephone #: 772-340-3444

Person to contact: Hector Cruz

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

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

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes []

No []

Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Deliver, Supply & Install Mulch and Pine Straw

CITY OF PORT ST LUCIE

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

REFERENCE CHECK FORM

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

E-Bid Number: 20120001

Title: Deliver, Supply & Install Certified Mulch and Pine Straw in the City of Port St. Lucie

Bidder: PSL Landscape Services, Inc

Reference: Ross Realty Investments Fax #: 854-452-4700

Email: M. Rye Gross - realty.com Telephone #: 800-370-4202

Person to contact: Melissa Rye

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

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

- Was the project completed on time and within budget?
- What was the project completion date?
- How many projects has this vendor completed for you within the past 5 years?
- What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For GMB Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST
E-Bid #20120001

Deliver, Supply & Install Certified Mulch and Pine Straw

Name of Bidder: PSL Landscape Services Inc

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

- E-Bid Reply Sheet #20120001 with proper signature uploaded to Demandstar. ✓
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar. ✓
- Drug-Free Workplace Form uploaded to Demandstar. ✓
- \$500.00 Bid Bond (or other acceptable form of Surety) uploaded to Demandstar and sent to OMB within three (3) business days after opening. ✓
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120001.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar. ✓
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar. ✓
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar. *City of PSL
County of St Lucie*
- Have reviewed the Contract and accept all City Terms and Conditions. -
- Required forms: Non-Collusion Affidavit of Prime Bidder and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors, if any. All requested information is to be uploaded to Demandstar.
- 5 completed Reference Check Forms uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET