

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 7F  
DATE 1/9/12

Meeting Date: January 9, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Item: 20110110 - Chemical, Fertilizer and IPM Services

Recommended Action:

- 1). Approval to reject and rebid #20110110-Chemical, Fertilizer and IPM Services for City properties.

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

Summary Explanation/Background Information:

Bids for #20110110-Chemical, Fertilizer and IPM Services were opened on 11/08/2011. Review of submitted bids found inconsistencies in the Bid Reply form, resulting in un-equal bidding, therefore, staff is recommending rejecting and rebidding to provide consistent and equal bid replys.

Purchase is not a replacement

Purchase was budgeted.

Director of OMB concurs with award: \_\_\_\_\_ City Manager concurs with award: JAB

Department requests 5 minutes to make a presentation.

Submitted by: Cheryl Shanaberger, Office of Management and Budget, Deputy Director

Date Submitted: January 3, 2012

**RECEIVED**

JAN 03 2012

City Manager's Office

# CITY OF PORT ST. LUCIE

**Sealed Bid #20110110-LL**

**Chemical, Fertilizer and IPM Services  
On various roadways throughout the City of Port St. Lucie**



Prepared By:  
Lisa Marie Lawrence  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-5222

**COPY**

## INVITATION TO BID

Sealed Bid #20110110-LL for Chemical, Fertilizer and IPM Services on various roadways 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 **3:00pm on November 30, 2011**.

Bids must be mailed or delivered to the Office of Management & Budget, 3<sup>rd</sup> Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

A one time only pre-bid conference and site visit for all interested bidders will be held at the City of Port St. Lucie in the Office of Management and Budget starting at **11:00 a.m. on November 15, 2011**. At this time the requirements, specifications and other documents will be explained, and questions regarding the bid will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

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

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

Each bidder must deposit with his bid, a bid bond, cashier's check or bid guaranty, in the amount of \$1,000.00, made payable to the City of Port St. Lucie. No company or personal checks will be accepted.

Lisa Marie Lawrence  
Contract Specialist

### CAUTION

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

**SPECIFICATIONS**  
**BID 20110110-LL**  
**Chemical, Fertilizer and IPM Services**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the supply and application of various chemicals for lawns, trees and shrubs. The purpose of this bid is to establish a three (3) year contract with three (3), one (1) year renewals. The resulting contract allows for annual price determinations based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U) as found on this site: <http://www.bls.gov/news.release/cpi.nr0.htm>

**INTENT**

It is the intent of the City to procure services of one or more professionals for application of chemicals, both pesticides and fertilizer at various City locations including City Hall Municipal Complex, the Community Center, Western Regional Police Station and City-wide road medians. The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

The Selected Bidder(s) shall practice Integrated Pest Management (IPM) Principles. The City considers IPM as an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property and the environment. When applying IPM Methods, the City believes in using a multi-tactic approach that integrates the four methods of pest management: cultural, physical, biological and chemical control, to combat pests.

The Selected Bidder shall also adopt Best Management Practices (BMP) relative to nutrient usage. General Guidelines include taking soil and leaf tests before applying nutrients, reducing the use of phosphate and nitrogen, using a controlled release fertilizer, applying a minimum of fertilizer in the summer rainy season and creating a ten (10) to fifteen (15) foot border between areas where fertilizer are applied near bodies of water. The City requires a Best Management Practice license for fertilizer applicators. **Exhibit A – Under separate attachment for your reference is the City of Port St. Lucie Ordinance #10-12 referencing Florida Green Industries: Best Management Practices for Protection of Water Resources in Florida.**

**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 Selected Bidder(s).

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from 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, attached and made part of this contract, and returned with the Bid Reply Sheet. References are subject to verification by the City and the City will utilize these reference check forms as part of the award process. **Do not use the City of Port St Lucie or any of its departments as references.**

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

**1.6 Award of Contract** – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ 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 bid: Evaluate the pricing offered by the bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what bid provides the best value to the City.

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.

**1.7 Variances 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.

**1.9 Submittal of Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in blue/black ink. The individual signing the bid must initial all changes.

**NOTE:** Bidders shall submit one (1) unbound original and four (4) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

**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 negotiate with any qualified bidder, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

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

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

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

**1.10 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 within thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

**PLEASE NOTE**

The City has implemented a **Purchasing Card Program**. The Selected 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 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** - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

**NOTE: The Selected Bidder will be required to accept the terms and conditions of the City's Contract as provided in this bid. 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 Selected 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 Selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

**1.15 Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (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 thirty-six (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 Miscellaneous Testing** – Selected Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Selected Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products 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 Selected Bidder from other remedies.

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

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

**1.20 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 is 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. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Selected Bidder.

**1.22 Material Safety Data Sheets** – The Selected Bidder is required to provide a copy of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency. MSDS is to be on site during any and all applications.

**1.23 Florida Produced Lumber** – Not applicable to this bid.

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

**1.24.1** The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before the City can authorize payment.

**1.24.2** All applicators must have their pesticide license or certification with them at all times when applying any product.

**1.24.3** Proper Pest Control Operator (PCO) license is required. Endorsements are required as listed below:

- Ornamental and Turf Applications
- Road right-of-way

**1.24.4** Best Management Practices (BMP) license is required or receive within six (6) months of execution of contract.

**1.25 Familiarity with Laws** – The Selected Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

**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** – The Selected Bidder represents and warrants to the City that is has been in the business of lawn and turf chemical care service within St. Lucie county and surrounding cities and counties on projects of similar size and scope for not less than three (3) consecutive years and will provide to the City, along with this bid package, references from a minimum of five (5) commercial accounts.

**2.2.1 Damage to Property** – The Selected Bidder shall be obligated, at its sole cost and expense, to promptly repair to the City's satisfaction, any damage to exterior plantings or any other property within the areas specified in this document. This includes, but is not limited to, damage to trees and shrubbery caused by use of equipment or spills or improper application of pesticides. The Selected Bidder is obligated to report to the City any such damage in writing within twenty-four (24) hours after the occurrence along with an itemized statement of the estimated cost of repair. If it is agreed that any plant material has expired as a result of disease or insect, the contractor at there expense will be responsible to replace.

**2.2.2 Integrated Pest Management (IPM) Warranty** - Upon commencement of IPM, the Selected Bidder shall warranty all plant materials at 100% replacement value, *unless the plant material is damaged by mechanical means, water deficiency, herbicide spraying or natural life cycle. Additionally this excludes all palms and trees with a caliper in excess of 8" inches.*

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

**2.4 Safety Precautions** - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Selected Bidder's employees at all times shall wear company uniforms, safety vests, safety boots and safety glasses. The Selected Bidder shall remedy all damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor, or anyone directly or indirectly employed by said parties. Refer to FDOT moving MOT standards.

**2.5 Discrepancies** - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing 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 Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, and is issued to the Selected 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 Selected 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, Selected Bidder shall promptly give to the Contract Supervisor written notice or contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Selected Bidder.

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

### 3. SPECIFIC REQUIREMENTS

**3.1 Pre-Bid Conference** - A one-time only pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at **11:00 am on November 15, 2011** at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

**Please note: Premises and Specific Duties are divided into two (2) sections, with each requiring different levels of service.**

#### 3.2 Premises –

City Hall Complex 121 SW Port St Lucie Blvd Port St Lucie, FL Approximately 5 acres/ 217,800 sq. ft.	Community Center 2195 SE Airoso Blvd Port St Lucie, FL Approximately 1.5 acres/ 65,340 sq. ft.	Western Regional Police Station 2950 SW Rosser Blvd Port St Lucie, FL Approximately 1 acre/ 43,560 sq. ft.
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#### 3.3 Specific Duties For 3.2 Premises

- **Fertilization of St Augustine** eight (8) applications per year.
  - Granular applications will be four (4) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of (one) 1 lb per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.
- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.
- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.
- **Integrated Pest Management** will be two (2) times monthly and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Parks and Recreation Department Inspector authorization.
- **Fire Ant Control** - as manufacturer directs, to control Fire ants all year long.

**3.3.1 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 Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

**3.3.2 Condition Survey of Lawn and Turf** – Prior to the commencement of the term of the agreement, authorized representatives of the Selected Bidder and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Selected Bidder shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

**All hardscape, sidewalk, and curbing must be blown off, as to remove all granular fertilizer from causing possible staining and, or safety issues.**

**Note:** All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined DEP manual for the Green Industry (see City Ordinance 10-12).

**3.4 Premises –and Services Required-( PTS) Plants, Trees, Shrubs (RROW) Road Right of Way**

- GATLIN 303,500 SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- MIDPORT 152,460 SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- BAKERSFIELD 21,780 SQ’ -ST AUGUSTINE ENTRY WITH PTS
- ST LUCIE WEST BLVD 243,580 SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- HEATHERWOOD 32,670SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- N CASHMERE 21,780 SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- CROSSTOWN 902,788 SQ’ - BAHIA MEDIAN PTS  
(SEGMENT 2-5)
- CROSSTOWN 141,579 SQ’ - ST AUGUSTINE MEDIAN AND RROW  
(SEGMENT 3) WITH PTS
- MORNINGSIDE 87,120 SQ’ –ST AUGUSTINE PTS
- BECKER EAST 43,560 SQ’ - ST AUGUSTINE MEDIAN WITH PTS
- BECKER (1-4) 123,000 SQ’ - PTS
- BECKER I-95 541,000 SQ’ - BAHIA PTS
- WESTMORELAND 32,670 SQ’ - ST AUGUSTINE MEDIAN WITH PTS  
(PSL TO CAMBRIDGE) 21,780 SQ’ - BAHIA RROW WITH PTS
- LYNGATE 43,560 SQ’ - BAHIA MEDIAN WITH PTS  
10,890 SQ’ - PTS IN RROW

Chemical, Fertilizer and IPM Services

- WESTMORELAND 174,240 SQ' - BAHIA MEDIAN WITH PTS
- MORNINGSIDE 307,940 SQ' - BAHIA MEDIAN WITH PTS  
21,780 SQ' - RROW WITH PTS
- PSL BLVD 261,360 SQ' - BAHIA MEDIAN WITH PTS
- PINE VALLEY 152,460 SQ' - BAHIA MEDIAN WITH PTS
- VILLAGE GREEN 76,230 SQ' - BAHIA MEDIAN WITH PTS  
21,780 SQ' - RROW WITH PTS
- TIFFANY 43,560 SQ' - BAHIA MEDIAN WITH PTS
- PRIMA VISTA 77,615 SQ' - BAHIA MEDIAN WITH PTS  
10,890 SQ' - RROW WITH PTS
- SANDIA 10,890 SQ' - BAHIA MEDIAN WITH PTS
- SELVIZ 8,850 SQ' - PTS
- LAKEHURST 21,780 SQ' - BAHIA MEDIAN WITH PTS
- AIROSO 370,260 SQ' - BAHIA MEDIAN WITH PTS  
32,670 SQ' - RROW WITH PTS
- LANDALE 21,780 SQ' - BAHIA MEDIAN WITH PTS
- LENNARD 130,680 SQ' - BAHIA MEDIAN WITH PTS
- US 1 326,700 SQ' - BAHIA MEDIAN WITH PTS
- WALTON RD 16,700 SQ' - PTS
- PATIO STA 6,540 SQ' - PTS
- CITY CENTER 172,000 SQ' - ST.AUGUSTINE  
42,000 SQ' - PTS
- S CASHMERE 13,740 SQ' - BAHIA MEDIAN WITH PTS
- COMMERCE 4,500 SQ' - BAHIA PTS
- CALIFORNIA 43,560 SQ' - BAHIA MEDIAN WITH PTS
- PEACOCK 60,450 SQ' - BAHIA MEDIAN WITH PTS

- BAYSHORE 130,680 SQ' - MEDIAN WITH PTS
- ROSSER 32,670 SQ' - MEDIAN AND RROW WITH PTS
- FLORESTA 10,890 SQ' - RROW WITH PTS
- SAVONA  
EARL  
MELALEUCA 21,780 SQ' - RROW AND ROUNDABOUT WITH PTS
- SOUTHBEND 54,450 SQ' - RROW WITH PTS
- GLENWOOD 21,780 SQ' - RROW WITH PTS
- N. VILLAGE PARKWAY 28,000 SQ' - PTS
- S. VILLAGE PARKWAY 135,300 SQ' - PTS
- IMPORT RETENTION 43,560 SQ' - PTS
- DARWIN  
CASHMERE (SIGNS)  
ST. JAMES 10,890 SQ' - RROW WITH PTS

**WE HAVE APPROXIMATELY: 1,252,699 SQ' - TOTAL - ST AUGUSTINE  
4,391,973 SQ' - TOTAL - PTS BAHIA**

### **3.5 Specific Duties for 3.4 Premises-**

- **Fertilization of St Augustine** six (6) applications per year.
  - Granular applications will be two (2) times per year
    - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1.5 lbs per 1,000 square feet.
  - Foliar (liquid) turf applications will be four (4) times per year.
    - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.
- **Fertilization of Bahia Turf** two (2) applications per year.
  - A 50% slow release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb of N per 1,000 square feet.
- **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.
- **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply

sample of) per site will be submitted to the contract supervisor at the end of each month. Additionally, the contractor will provide soil moisture samples per sight. Treatments to existing problem areas will be done in cooperation with the Department Inspector's authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.

- **Fire Ant Control** - as manufacturer directs, to control Fire ants as needed during each service.

**3.6 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 Selected Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

**3.7 Condition Survey of Lawn and Turf** - Prior to the commencement of the term of the agreement, authorized representatives of the Selected Bidder and the City shall perform a condition survey of all lawn, turf, and exterior plantings at each of the designated areas of the City covered by the agreement to establish the condition of such exterior plantings on the commencement of the agreement. The Selected Bidder shall prepare and the City shall sign a report of this condition survey, which shall describe the condition and location of all unhealthy lawn, turf or plantings.

#### **4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

**4.1 Bid Guaranty** - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of \$1,000.00, made payable to the "City of Port St. Lucie", shall accompany each bid as a guarantee that the Selected Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. Company or Personal checks are not acceptable.

**4.2 Payment and Performance Bonds** - Payment and Performance Bonds are not required for this scope of work.

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

**4.4 Execution of Contract** - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract; deliver the required Insurance Certificates and policies, and other documentation. The City will execute the Contract, it 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.

**4.5 Failure to Execute** - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation 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 bid 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 – Bidders 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 required by the City as follows:

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

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

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

**5.2 Workers Compensation** - The Bidder 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.

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

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

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

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 shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Pesticide and Herbicide Applicator Coverage, Endorsement CG 22 64 and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

**5.5 Additional Insured Requirements** - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy 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 for Contract #2011011 0 for Chemical, Fertilizer and IPM Services**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of cancellation or non-renewal of coverage there under. 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 Bidder 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.

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

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

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

**5.9 Certificate(s) of Insurance** - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20110110 for **Chemical, Fertilizer and IPM Services**

**5.10 Umbrella or Excess Liability** - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or 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."

## 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 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 Project Manager 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) bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids 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" and the bid it will be returned to Bidder unopened.

**6.4 Bid Information** - For information concerning procedures for responding to this bid, contact Lisa Marie Lawrence at (772) 871- 5222, Fax (772) 871-7337 or by email at [llawrence@cityofpsl.com](mailto:llawrence@cityofpsl.com). Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Ms. Lawrence 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. Submit questions in writing at least ten (10) days before bid opening. 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 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 bid to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

**Bid Reply Sheet**  
**Bid # 20110110-LL**  
**Chemical Fertilizer and IPM Services**

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](http://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 Bidders quote for services in accordance with specifications:

**For Premises Listed in 3.2 and Specifications as Listed in 3.3**

	Chemical Lawn Care	Palm, Tree and Shrub Care	Total
1. City Hall Complex/per application	\$	\$	\$
2. Community Center/per application	\$	\$	\$
3. Rosser/Western Regional PD/per application	\$	\$	\$
4. Fire Ant Control using Top Choice – 1 application per year			\$
5. <b>Integrated Pest Management Inspections</b> - two (2) times monthly, including all pesticide treatments made as needed to ensure a healthy & vigorous plant material.		Per Inspection/Treatment	\$
<b>Totals of Items 1 through 5 for award determination</b>			\$
	Chemical Lawn Care	Palm, Tree and Shrub Care	
6. Cost to add areas to this scope of work/per application	\$ per 1000 sq. ft	\$ per 1000 sq. ft	

	St Augustine Turf Care	Bahia Turf Care	Palm, Tree and Shrub Care	Total
7. Areas as listed in 3.4 /per application	\$	\$	\$	\$
8. <b>Integrated Pest Management Inspections</b> - two (2) times monthly, including all pesticide treatments made as needed to ensure a healthy & vigorous plant material. Pesticide Treatments include spot fire ant control on an as-need basis			Per Inspection/Treatment	\$
<b>Totals of Items 7 &amp; 8 for award determination</b>				\$
	St Augustine Turf Care	Bahia Turf Care	Palm, Tree and Shrub Care	
9. Cost to add areas to scope of work described in 3.4	\$ per 1,000 sq. ft.	\$ per 1,000 sq. ft.	\$ per 1,000 sq. ft.	

**For Premises Listed in 3.4 and Specifications as Listed in 3.5**

**Note: The City will be interested in assessing any Alternate Proposals submitted for the Premises listed in Section 3.4.**

**The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.**

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

**6. INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

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

**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.**

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

**9. CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

(Seal)

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

Bid/RFP Number: <u>20110110-LL</u>		
Title: <u>Chemical, Fertilizer and IPM Services</u>		
Bidder/Respondent: _____		
Reference: _____	Fax #: _____	
Email: _____	Telephone #: _____	
Person to contact: _____		

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

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

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 five (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	

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

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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:

**CONTRACT SUPERVISOR**

As used herein the Contract Supervisor for work to be performed at City Hall, the Community Center and the Western Regional Police Department shall mean \_\_\_\_\_, at (772) \_\_\_\_\_, or his designee. The Contract Supervisor for work involving roadways and medians shall mean \_\_\_\_\_ at (772) \_\_\_\_\_ or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110110-LL, **Chemical Services for Lawn, Tree and Shrub Care**, including the Florida Green Industries, Best Management Practices pages number 1 thru 68 are hereby incorporated by this reference. The City, on an as-need basis, may add areas to this description at the "per 1000 sq. ft" rate for each service listed.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate thirty-six months later on \_\_\_\_\_. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

The City will disburse payment in the following manner: Upon completion of service as listed below, provided Contract Supervisor approves invoice as provided in Section XII. Invoices will be charged on service provided. Contractor shall invoice the City for the \$10.00 indemnification payment and said invoice shall accompany the signed Contracts.

Terms of contract here

The City will base compensation for additional areas, on unit prices above when listed. The City will support compensation for other applications, only upon City approval of submitted quotation(s).

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

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

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

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

#### **SECTION IV CONFORMANCE WITH BID**

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

#### **SECTION V INDEMNIFICATION/INSURANCE**

The Contractor 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 Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor 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.

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 Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, Broad Form Property Damage Endorsements and Pesticide and Herbicide Applicator Coverage endorsement CG 22 64 . Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #~~XXXXXX-20080090-0-0~~. The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day's written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

It shall be the responsibility of the Contractor to 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.

Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when

Umbrella or Excess Liability is written on 'Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

### **Performance and Payment Bonds**

"Not Required for this Contract"

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

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

## **SECTION VII WORK CHANGES**

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

## **SECTION VIII COMPLIANCE WITH LAWS**

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

## **SECTION IX CLEANING UP**

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

**SECTION X  
NOTICE OF PERFORMANCE**

When Contractor has performed required work, Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI  
DELIVERY DOCUMENTATION**

“Not Applicable”

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

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

**SECTION XIV  
LICENSING**

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

**SECTION XV  
SAFETY PRECAUTIONS**

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

**SECTION XVI  
ASSIGNMENT**

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

**SECTION XVII  
TERMINATION AND DELAYS**

A. Termination of Contract. If the Contractor refuses or fails to 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 shall be liable to the City for any additional cost incurred for such material. 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. Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

This Contract is for three (3) years commencing on \_\_\_\_\_ with the option of three (3), one (1) year renewals. In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the following twelve (12) month calendar periods and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract up to three (3) times at the adjusted price for the additional term(s). The City agrees to an annual price determination increase or decrease, based on the U.S. Dept of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers (CPI-U).

- **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.

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: SAMPLE – DO NOT EXECUTE  
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)

## DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

### STATEMENT OF NO BID

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

Bid: # 20110110-LL

Bid Title: Chemical, Fertilizer and IPM Services

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

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECKLIST**  
**Bid #20110110-LL**  
**Chemical, Fertilizer and IPM Services**

Name of Bidder: \_\_\_\_\_

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

- \_\_\_\_\_ Bid Reply Sheet with proper signature and notarized, page(s) 19-21.
  

_____ Mailing envelope has been addressed to:	_____ Envelope must be sealed and identified with:
•City of Port St. Lucie	•Bidders Name and Address
•Office of Management & Budget	•Bid Number
•121 SW Port St. Lucie Boulevard	•Bid Title
•Port St. Lucie, FL 34984	•Bid Opening Date & Time

  
- \_\_\_\_\_ Drug-Free Workplace Form
  
- \_\_\_\_\_ all pricing has been mathematically reviewed and all corrections have been initialed.
  
- \_\_\_\_\_ All price extensions and totals have been thoroughly checked.
  
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged.
  
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 5
  
- \_\_\_\_\_ MSDS in accordance with Specifications
  
- \_\_\_\_\_ have reviewed the Contract and accept all City Terms and Conditions
  
- \_\_\_\_\_ have reviewed the Exhibit A - City Ordinance #10-12
  
- \_\_\_\_\_ One (1) original and four (4) copies of required documents (**NO RINGED or WIRE BINDERS**)
  
- \_\_\_\_\_ At least 5 completed reference sheets returned with bid-see form page 21.
  
- \_\_\_\_\_ Copies of company and employee licenses as listed in 1.24.0 through 1.24.4

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***