

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 7I
DATE 7/9/12

Meeting Date: July 9, 2012

Public Hearing Ordinance Resolution Motion

Item: Sealed Bid #20120046, Extermination of Bee/Wasps and Hives

Recommended Action:

Approval to enter into a Fixed Unit Price Contract with Hulett Environmental Services for the prices submitted on their Bid Reply Sheet. Contract Period will be July 1, 2012 through June 30, 2014 with an option to renew for two (2) successive additional two (2) year periods.

Contractor has indicated that they do have a Drug-Free Workplace Program in place.

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

Copies of all Bid Documents, Specifications, Tabulation Report, and the submitted Bid Package

Summary Explanation/Background Information: In 2007 the City contracted with Hulett for the extermination of bees when three (3) incidents proved to be of the dangerous Africanized variety. The City continues to show a need for this service. With the contract expiring, a sealed bid request was posted on Demand Star on May 11, 2012, notifying 268 suppliers. The bid opening date of June 15, 2012 provided one (1) bidder. That bidder was Hulett Environmental. Hulett's service has been exceptional and their bid decreased the costs at an average of \$15.00 per unit price. Hulett continues to offer the best value. The City recommends Hulett Environmental Services.

The need for the above is: To exterminate bee hives in Utility meter boxes, and in all locations that might create a possible endangerment to City employees and the public.

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

Current Year Expense: \$ 20,000 and renewal years as per budget.

Department requests expenditure from the following:

Fund	001	General Fund
	431	Water & Sewer Operation Fund
Cost Center	1348	Utility Meter Reading
	7210	Parks Division
Object Code	5340	Other Contractual Services
Project	00000	

Director of OMB concurs with award: *JD* City Manager concurs with award: *[Signature]*

Department requests _____ minutes to make a presentation.

RECEIVED

Submitted by: *Joel Dramis*
Title: Director, Building Department

JUL 02 2012

Date Submitted: June 18, 2012

City Manager's Office

Lisa Lawrence

From: Wendy Russell
Sent: Friday, June 22, 2012 11:27 AM
To: Lisa Lawrence
Subject: RE: Scanned image from Building Administration AR-M455N

He approves the agenda.

Thanks, Wendy

Wendy Russell, CPPB
Budget Specialist
City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
772-873-6367
772-344-4353 fax
wrussell@cityofpsl.com

CONFIDENTIALITY NOTICE: The email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressees. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message and its attachments is strictly prohibited. If you have received this message in error, please notify me immediately by telephone or by electronic means and delete this message and all copies and backups.

-----Original Message-----

From: Lisa Lawrence
Sent: Friday, June 22, 2012 11:27 AM
To: Wendy Russell
Subject: RE: Scanned image from Building Administration AR-M455N

Thanks...can you send me an email saying he "approves" the agenda?

Lisa Marie Lawrence, Contract Specialist Office of Management & Budget City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
(o) 772-871-5222 * (f) 772-871-7337
llawrence@cityofpsl.com
"PROUD TO BE A PART OF TEAM PORT ST LUCIE"

The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this material/information in error, please contact the sender and delete or destroy the material/information.
Public Procurement Guiding Principles: Accountability, Ethics, Impartiality, Professionalism, Service & Transparency

-----Original Message-----

From: Wendy Russell
Sent: Friday, June 22, 2012 11:20 AM
To: Lisa Lawrence

Subject: FW: Scanned image from Building Administration AR-M455N

He signed it.

Wendy

Wendy Russell, CPPB
Budget Specialist
City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
772-873-6367
772-344-4353 fax
wrussell@cityofpsl.com

CONFIDENTIALITY NOTICE: The email message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressees. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message and its attachments is strictly prohibited. If you have received this message in error, please notify me immediately by telephone or by electronic means and delete this message and all copies and backups.

-----Original Message-----

From: Sharp Scanner

Sent: Friday, June 22, 2012 10:35 AM

To: Wendy Russell

Subject: Scanned image from Building Administration AR-M455N

DEVICE NAME: b-admin-copier2
DEVICE MODEL: SHARP AR-M455N
LOCATION:

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
This file can be read by Adobe Acrobat Reader.
The reader can be downloaded from the following URL:

<http://www.adobe.com/>

Bid Reply Sheet
Sealed Bid #20120046
Extermination of Bee/Wasps and Hives

1. **COMPANY NAME:** Hulett Environmental Services

DIVISION OF: _____

PHYSICAL ADDRESS: 2820 Reynolds Drive Ft Pierce, FL. 34945

MAILING ADDRESS: PO Box 220928 West Palm Beach FL. 33422-0928

CITY, STATE, ZIP CODE: West Palm Beach, FL.

TELEPHONE NUMBER: (800)-411-2286 FAX NO. (800)-711-8389

CONTACT PERSON: Ron Box BCE E-MAIL: ron@bugs.com

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

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

Tim Hulett

President

Mike Fearn

Vice President

Liz Hulett

Treasurer

How long in present business?: 35 years How long at present location?: 6 years

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

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

Addendum Number	Date Issued
#1	6/4/2012

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: Net 30 %

5.3 Bidder will supply services at the following rates:

SERVICE	RATE PER VISIT
Ground Meter Boxes, single box per service request	\$ 69.50
Ground Meter Boxes, multiple boxes per service request	\$ 60.00 per box
Trees/Shrubs (external nesting)	\$ \$80.00
Trees (inside trunks)	\$ \$75.00
Buildings	\$ 160.00
Return Service fees	\$ 35.00
Inspection Fees	\$ 35.00
Class Fees	\$ 0.00
Rental Equipment Fees	\$ 450.00

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

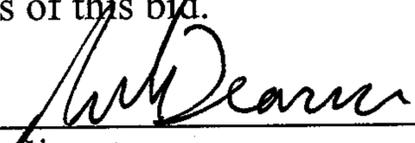
7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 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.

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

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

10. **CERTIFICATION**

I (print) Mike Fearn am 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

6/12/2012

Date

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)

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

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

Bid Number: #20120046

Title: Extermination of Bees/Wasps and Hives

Bidder/Respondent: Hulett Environmental Services, Inc.

Reference: Palm Beach County Schools

Fax #: _____

Email: dornbus@palmbeachschools.org Telephone #: 561-383-2035

Person to contact: Lori Dornbusch

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.

Pest Control All Insects

Was the contractor responsive to your needs?

Did the contractor adhere to your specifications?

Was the pest control problem(s) solved in a timely manner?

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 _____

Problem Solving _____

Qualifications _____

Cooperation _____

Overall Performance _____

Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

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

Bid Number: #20120046

Title: Extermination of Bees/Wasps and Hives

Bidder/Respondent: Hulett Environmental Services, Inc.

Reference: Orlando International Airport Fax #: _____

Email: lmann@goaa.org Telephone #: 1-407-825-2407

Person to contact: Lee Mann

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.

IPM & RODENT

Was the contractor responsive to your needs? *yes*
 Did the contractor adhere to your specifications? *yes*
 Was the pest control problem(s) solved in a timely manner? *yes*

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	<u>10</u>	Problem Solving	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Overall Performance	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

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

Bid Number: #20120046	
Title: Extermination of Bees/Wasps and Hives	
Bidder/Respondent: <u>Hulett Environmental Services, Inc.</u>	
Reference: <u>City of Cape Coral</u>	Fax #: <u>239-574-0470</u>
Email: <u>halbury@capecoral.net</u>	Telephone #: <u>239-574-0471</u>
Person to contact: <u>Hope Albury - Procurement and Contracts Agent</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.
Performed pest control services for all city buildings, including bee and wasp removal.

Was the contractor responsive to your needs? Yes
Did the contractor adhere to your specifications? Yes
Was the pest control problem(s) solved in a timely manner? Yes

What problems were encountered (claims)? N/A

How many change orders were requested by this contractor? The contractor did not request any change orders. However, the City of Cape Coral made amendments to the contract to add or delete square footage.
How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism <u>9</u>	Problem Solving <u>9</u>
Qualifications <u>10</u>	Cooperation <u>10</u>
Overall Performance <u>9</u>	Reliability <u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

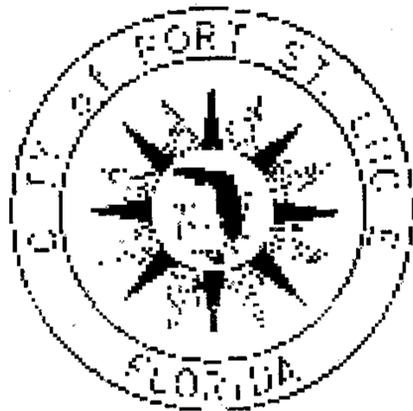
Thank you.

For OMB Use Only	
References Checked	
Clerk Checked	

CITY OF PORT ST. LUCIE

Sealed Bid #20120046

Extermination of Bees/Wasps and Hives



Prepared By:

Lisa Marie Lawrence

Contract Specialist

Office of Management & Budget

121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099

772-871-5222

llawrence@cityofpsl.com

INVITATION TO BID

Sealed Bid #20120046 for the **Extermination of Bees/Wasps and Hives** will be received by the Office of Management and Budget ("OMB") of the City of Port St. Lucie ("City") no later than **June 15, 2012 @ 3:00 pm**. Specifications are included.

Bids must be mailed or delivered to OMB, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

A pre-bid conference for all Bidders will be held at the City in OMB starting at **June 4, 2012 @ 1:30 pm**. At this time the specifications and other bidding documents will be explained, and questions regarding the project 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 OMB on or before the bid opening date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City 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.

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 your response is mailed in adequate time to assure that it will arrive on the day prior to the bid opening date and time.

SPECIFICATIONS
Sealed Bid #20120046
Extermination of Bees/Wasps and Hives

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to providing pest control services to eliminate possible Africanized Honey Bees, Wasps and Hives and/or swarms at various locations throughout the City. The City has positively identified Africanized Honey Bee swarms and hives; however, the majority of the hives destroyed in the last year have not appeared to be the Africanized Honey Bee. The City shall enter into a Contract with the Successful Bidder for a period of two (2) years with an option to renew for two (2) successive additional two (2) year periods, contingent upon satisfactory service and mutual agreement between the City and Selected Bidder.

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, its employees and any financial or legal interests.

INTENT

It is the intent of the City to procure the services of a Certified and Licensed Pest Control company to furnish all manpower, tools, materials, equipment, and all other incidentals necessary to treat bee infestations at various locations throughout the City. The City requires a four (4) hour response time; therefore, the Selected Bidder shall have an office of operations within a ninety (90) mile radius of the City.

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 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.

1.4 Bid Price - Bidders must agree to furnish all items that are awarded to them as a result of their response to this specification at the prices indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said prices 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 three (3)

existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested*, performance history, financial statements, list of projects recently completed and in process, major equipment available, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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 proposal: Evaluate the pricing offered by the bidder; consider lifecycle costing, and depreciation
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council approved 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. 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 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 black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and three (3) 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 solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

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

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

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

1.10 Payment Terms - Invoices shall be submitted by the tenth (10th) day 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 Thirty (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 Thirty (30) ARI.

1.11 Execution of Contract or Purchase Order - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and

thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it.

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

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

1.13 Subcontracting or Assigning of the Contract - The Selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.14 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.

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat. (2010)

1.15.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

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

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

1.18 Tie Bid Statement - In the case of identical tie bids, in accordance with Section 287.087, Florida Statutes preference may be given to businesses with drug-free workplace programs. Whenever two (2) or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

1.20 Material Safety Data Sheets - The Selected Bidder 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.

1.21 Permits - 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.

1.22 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 payment can be authorized.

1.23 Familiarity with Laws - The Selected Bidder will comply with all Federal, State and local laws, ordinances, rules and regulations. Ignorance on the part of the Bidder will in no way relieve responsibility. Bidder will submit all proposals in compliance with 28 C.F.R. § 35.151.

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

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 Conformation of Materials and Procedures - The materials and procedures utilized shall conform to applicable Federal, State and Local laws, ordinances and regulations.

2.3 Precautions - Selected Bidder shall take all necessary precautions to avoid injury and/or contamination of persons and domestic animals. Precautions shall also be taken to avoid property damage.

2.4 Materials - Materials utilized shall not stain, discolor, or in any way be detrimental to the surface to which they are applied. Materials utilized shall not damage the water meter gauges, site window, meter box, lid, shut off valve or water line in such a way as to make any component of the system non-usable.

2.5 Response Time - If bee/wasp infestation is reported, Selected Bidder must respond within four (4) hours in any given twenty-four (24) hour period, including weekends and holidays, after a report has been made. If Selected Bidder cannot respond during this four (4) hour period the City reserves the right to solicit the services of an outside source. All expenses thus incurred by the City will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder.

2.6 Work Order - The City will fax a Work Order to the Selected Bidder and the Selected Bidder will be required to fax back the work order marking it as having been completed.

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

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 OMB starting at **June 4, 2012 @ 1:30 pm**. At this time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

3.2 Work Order Form - When a bee/wasp infestation is found the Selected Bidder will be faxed a work order form showing the site location, person to contact for additional information, and directions to the site. The Selected Bidder will fill out the bottom portion of the form showing date of service, cost of service, and technician treating the site. (See sample Exhibit "A" attached)

3.3 Areas Involved - The Selected Bidder will be required to service any location that is called for service. This could be utility meter boxes, buildings, trees or shrubs, road right-of-way and swale areas on City property. No privately owned property will be serviced unless in a situation that is of imminent danger to the general public. If a nest is found on private property a City employee will notify the City's Risk Management Department for a determination as to if the City will pursue having the nest removed. (Example: a bee nest that is on vacant property and is used as a school bus stop for children).

3.4 Service Period - The contract period will be from TBD with an option of two (2) additional two (2) year periods contingent upon satisfactory service and mutual agreement between the City and the Selected Bidder.

3.5 Eligibility - Bidders must demonstrate that they, or the principals assigned to the project, have successfully completed services as required in this Invitation to Bid. Bidders must include sufficient documentation and qualifications to support their ability and experience to perform the required services. **BIDDERS QUALIFICATIONS SHALL BE ONE OF THE DETERMINING FACTORS OF THE AWARD.**

3.5.1 Enclose a copy of your Pest Control Operators License, and certificate(s) of training for Africanized Bees.

3.6 Classes - Selected Bidder shall offer classes on an annual basis on all phases of concern regarding the bees to any group of employees that request training.

3.7 Personnel - Services are to be provided by applicators that have been trained and certified by a properly designated State lead agency.

a) Selected Bidders employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, properly uniformed, and conducting themselves in a respectable manner while performing duties, and on City property.

b) Selected Bidder shall be responsible for instructing employees in safety measures considered appropriate. The Selected Bidder shall ensure that personal protection clothing and equipment is provided and shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used, and decontamination/disposal guidelines are in compliance.

c) In compliance with Chapter 442, Florida Statutes, any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS).

3.8 Treatment of Site (pertaining to water meters specifically) - The Selected Bidder must mechanically remove the hive hanging on the lid and in the meter box and treat with their selected pesticide solution. The lid and box must be cleaned and a portion of the top layer of the soil in the box shall be removed and placed into a plastic garbage bag. The lid shall then be sealed to the box with a solution such as foam which will keep the bees/wasps outside of the hive from re-entering the box. It will also deter the formation of a new hive. The sealing solution shall not be permanent so as to allow

for meter readers to open it for future readings. The sealing material cannot damage the cover, box or meter gauge.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - Not Applicable

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 and deliver the required Insurance Certificates and policies, and other documentation. 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, 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 forfeiture, but rather as liquidated damages. 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 such damages equal the amount of the bid security, or exceed the same. In no event shall the Bidder thereafter be permitted to contest to the contrary. The Bidder waived 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 Proposers 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 Contractor shall indemnify and hold harmless the City, and it's 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 design professional/Contractor and other 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.

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 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.

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

6.3 Bid Information - For information concerning procedures for responding to this bid, contact Lisa Marie Lawrence at (772) 871-5222. 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. 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.

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

(BALANCE OF SHEET INTENTIONALLY LEFT BLANK)

Addendum #1
Pre-Bid Conference
Bid #20120045-LL
Extermination of Bees/Wasps and Hives
June 4, 2012 @1:30 pm

Attendees:

Lisa Lawrence – City of PSL OMB
Karen Rodgers – City of PSL OMB
Vickie Smith – City of PSL OMB
Art Pegler – Huelett

REMINDER: Bid opening is June 15th at 2:00pm. No bids will be accepted after that date and time. If it comes in at 2:01, we cannot accept it and it will be returned unopened.

Questions and Answers:

Q: What are exactly the class fees, OH, the teaching class fees?

A: If there's going to be a charge to the city, we ask you to include that.

Q: I'm not sure what return service fees are.

A: We had an issue come up where you came out, you sprayed the area, you return to the same place, the same house, if you have to treat it more than once, what would a return charge be?

Q: On the prior bid, there was a schedule for fees on rental lifts and equipment, which is not on this one.

A: See revised Bid Reply.

Q: Now, if we do an extraction or we kill the bees are we to repair the walls or extract the hive itself, the actual, if it's in a wall? We've had occasion to go out to a foreclosure and the neighbors complain because there's a bee. We can eradicate the infestation, but are you going to require us to remove the hive which is going to be within a wall?

A: Ultimately it would be the responsibility of the homeowner. Approval to do a removal of this magnitude must be granted by the City first.

Q: Underground meter boxes, multiple boxes: When we are talking about multiple boxes, we are talking about several boxes on one property?

A: Yes, an example, if we called you out. There is a meter box, if I'm not mistaken, in the roundabout at City Hall, right out front, there's one meter box there, but there is a couple of properties and I think it is at the Utilities building where there's multiple meter boxes on the property itself. So if you're called out to the one of Prineville and you have to treat several meter boxes in one service.

Meeting adjourned 1:41 pm.

ADDITION:

Bidder's Checklist: Local Vendor Preference Form shall be included with the bid submittal.

Please note the bid opening date and time remains June 15, 2012 no later than 3:30 p.m.

All other terms and conditions remain unchanged.

Sincerely,



Leslie Rothering
Purchasing Manager

cc: L. Roan, Facilities Department

END OF ADDENDUM NO. 1

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

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

Bid Number: #20120046	
Title: Extermination of Bees/Wasps and Hives	
Bidder/Respondent: <u>Hulett Environmental Services, Inc.</u>	
Reference: <u>City of Port St. Lucie</u>	Fax #: <u>772-871-7337</u>
Email: <u>llawrence@cityofpsl.com</u>	Telephone #: <u>772-871-5222</u>
Person to contact: <u>Lisa Marie Lawrence</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.

Removal of hives inside meter boxes for last 4 years

Was the contractor responsive to your needs?

Did the contractor adhere to your specifications?

Was the pest control problem(s) solved in a timely manner?

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 _____

Problem Solving _____

Qualifications _____

Cooperation _____

Overall Performance _____

Reliability _____

Would you contract with this Contractor again? Yes []

No []

Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

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

Bid Number: #20120046	
Title: Extermination of Bees/Wasps and Hives	
Bidder/Respondent: <u>Hulett Environmental Services, Inc.</u>	
Reference: <u>Orlando International Airport</u>	Fax #: _____
Email: <u>lmann@goaa.org</u>	Telephone #: <u>1-407-825-2407</u>
Person to contact: <u>Lee Mann</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.

JPM & Rodent

Was the contractor responsive to your needs?
Did the contractor adhere to your specifications?
Was the pest control problem(s) solved in a timely manner?

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 _____	Problem Solving _____
Qualifications _____	Cooperation _____
Overall Performance _____	Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

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

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

Bid Number: #20120046

Title: Extermination of Bees/Wasps and Hives

Bidder/Respondent: Hulett Environmental Services, Inc.

Reference: Palm Beach County Schools

Fax #: _____

Email: dombus@palmbeachschools.org Telephone #: 561-383-2035

Person to contact: Lori Dornbusch

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.

Pest Control All Cavateras

- Was the contractor responsive to your needs?
- Did the contractor adhere to your specifications?
- Was the pest control problem(s) solved in a timely manner?

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 _____
Qualifications _____
Overall Performance _____

Problem Solving _____
Cooperation _____
Reliability _____

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

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

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

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



Bidder's Signature
06/12/2012

Date

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a 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:

Do Not Execute

As used herein the Contract supervisor shall mean _____, at (772) _____, or his designee.

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

The specific service that the Contractor has agreed to perform pursuant to Bid Specifications #20120046, Extermination of Bees/Wasps and Hives, is hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. 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 total amount to be paid by the City to the Contractor will be determined by the number of service calls made at the following rates:

SERVICE	RATE PER VISIT
Ground Meter Boxes, single box per service request	\$
Ground Meter Boxes, multiple boxes per service request	\$
Trees/Shrubs (external nesting)	\$
Trees (inside trunks)	\$
Buildings	\$
Return Service fees	\$
Inspection Fees	\$
Class Fees	\$

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 tenth (10th) day 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.

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 ("OMB") 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 acts, recklessness, intentional or wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor agrees, on a primary basis and at its sole expense, 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 that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign 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, or 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 agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000

Extermination of Bee Hives

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 and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Pollution/Hazardous Material Endorsements. Coverage shall have a minimum limit of \$1,000,000 for Pollution Liability Endorsement. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

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 Florida Municipal Corporation, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, it's officers, employees and agents, and Contract #20120046 for Extermination of Bees/Wasps and Hives shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted 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 receipt of thirty (30) days written notice from 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.

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

The Contractor agrees 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.

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

It is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will 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 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 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."

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

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

SECTION IX 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 X 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 XI 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 XII 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 XIII TERMINATION

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 XIV
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 XV
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City'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 XVI
RENEWAL OPTION**

This Contract may be extended for two (2) successive additional two (2) year terms provided the City and Contractor have mutually agreed upon a rate for the extension.

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

(Balance of this page left intentionally blank)

SECTION XVII
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 of _____, 2012.

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 _____, 2012.

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(seal)

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

Sealed Bid: #20120046

Bid Title: Extermination of Bees/Wasps and Hives

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
Sealed Bid #20120046
Extermination of Bees/Wasps and Hives

Name of Bidder: Hulett Environmental Services, Inc.

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

XX Bid Reply Sheet with proper signature and notarized.

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

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

XX Drug-Free Workplace Form

XX All pricing has been mathematically reviewed and all corrections have been initialed.

XX Each Bid Addendum (when issued) is acknowledged.

XX Copy of Insurance Certificate in accordance with Section 4

XX MSDS in accordance with Specifications To Selected Bidder upon award

XX Have reviewed the Contract and accept all City Terms and Conditions

XX One (1) original and three (3) copies of required documents

XX At least three (3) completed reference sheets returned with bid

XX Copy of Licenses and Certifications

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Department of Health and Rehabilitative Services
Entomology Services

This is to certify that ARTHUR J. PEGLER is a

Certified Pest Control Operator

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

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

No


DIRECTOR, ENTOMOLOGY SERVICES

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 7342-00960006

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

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR
MACHINES

/

ROOMS

SEATS

EMPLOYEES 6

TYPE OF BUSINESS 7342 PEST CONTROL (PEST CONTROL)

BUSINESS/ Hulett Environmental Services Inc

DBA NAME

MAILING ADDRESS Hulett Environmental Services Inc
2820 Reynolds Dr
Fort Pierce, FL 34945

BUSINESS LOCATION 2820 Reynolds Dr
Fort Pierce, FL 34945

City of Fort Pierce

JB614

NONEXEMPT



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

Paid 08/05/2011 27.55

0033-20110805-002463

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.

Hulett Environmental Services Inc
2820 Reynolds Dr
Fort Pierce, FL 34945

**CITY OF FORT PIERCE
BUSINESS TAX RECEIPT**

No. 12-00016004

2011 - 2012

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-460-2200 ext 371 or 372

BUSINESS NAME: **HULETT ENVIRONMENTAL SERVICES: HULETT ENVIRONMENTAL SERVICES**
MAILING ADDRESS: **INC. 2820 REYNOLDS ROAD FT PIERCE FL 34945**
LOCATION: **2820 REYNOLDS DR**
PHONE: **411-2286**
PRINCIPAL

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: **088 EXTERMINATORS: ONE TRUCK**
TOTAL OF 4 PEST CONTROL TRUCKS

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.
ISSUED **AUGUST 04** 2011

Cassandra Steele (SEAL) CITY CLERK

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt does not allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

TAX AMOUNT	\$ 144.39
NEW / RENEWAL FEE	\$ 5.00
PENALTY	\$.00
TOTAL	\$ 149.39

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW



HULEENV-01

DEALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2011

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT "A"
BEE/WASP REMOVAL WORK ORDER
Contract #20120046

Date: _____ Work Order #: _____

Customer Name: CITY OF PORT ST. LUCIE

Mailing Address: _____

Port St. Lucie, FL Zip: _____

Department: _____ Cost Center: _____

Requestor (please print) _____

Office Telephone #: _____ Fax: _____

Job Address: _____

Sample Only

On Site Contact: _____

Telephone # _____ Cell Phone #: _____

Directions to Site: _____

Requestors Signature: _____

TO BE COMPLETED BY (SELECTED BIDDER)

Date Completed: _____

Job Cost: \$ _____

Technician Assigned: _____

Date: _____

ALL INFORMATION MUST BE FILLED OUT

BID OPENING ATTENDANCE
20120046-LL
Extermination of Bees/Wasps and Hives
June 15, 2012 @ 2:00 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Alex Pegler	Aulett Env. Serv.	Apegler@bugs.com	Ph: 778-465-4653 Fax: 800-411-2284
3.				Ph: Fax:
4.				Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

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

BID # 20120046-LL
OPENED: June 15, 2012
TIME: 2:00 pm

BID TITLE: Extermination of Bees/Wasps and Hives

RECEIVED

14 JUN PM 1:26 34s

Huelett Environmental

Addendum #1
Pre-Bid Conference
Bid #20120045-LL
Extermination of Bees/Wasps and Hives
June 4, 2012 @1:30 pm

Attendees:

Lisa Lawrence – City of PSL OMB
Karen Rodgers – City of PSL OMB
Vickie Smith – City of PSL OMB
Art Pegler – Huelett

REMINDER: Bid opening is June 15th at 2:00pm. No bids will be accepted after that date and time. If it comes in at 2:01, we cannot accept it and it will be returned unopened.

Questions and Answers:

Q: What are exactly the class fees, OH, the teaching class fees?

A: If there's going to be a charge to the city, we ask you to include that.

Q: I'm not sure what return service fees are.

A: We had an issue come up where you came out, you sprayed the area, you return to the same place, the same house, if you have to treat it more than once, what would a return charge be?

Q: On the prior bid, there was a schedule for fees on rental lifts and equipment, which is not on this one.

A: See revised Bid Reply.

Q: Now, if we do an extraction or we kill the bees are we to repair the walls or extract the hive itself, the actual, if it's in a wall? We've had occasion to go out to a foreclosure and the neighbors complain because there's a bee. We can eradicate the infestation, but are you going to require us to remove the hive which is going to be within a wall?

A: Ultimately it would be the responsibility of the homeowner. Approval to do a removal of this magnitude must be granted by the City first.

Q: Underground meter boxes, multiple boxes: When we are talking about multiple boxes, we are talking about several boxes on one property?

A: Yes, an example, if we called you out. There is a meter box, if I'm not mistaken, in the roundabout at City Hall, right out front, there's one meter box there, but there is a couple of properties and I think it is at the Utilities building where there's multiple meter boxes on the property itself. So if you're called out to the one of Prineville and you have to treat several meter boxes in one service.

Meeting adjourned 1:41 pm.

AGENDA

**Pre-Bid Conference
Bid #20120046-LL
Extermination of Bees/asps and Hives**

June 4, 2012 @ 1:30pm

This meeting is being recorded. During the question and answer period please clearly speak your name and the 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 June 15, 2012 @ 2:00pm

No Bid will be accepted after that date and time.

Any Bid received late will be returned unopened.

4. Review of Specifications requirements:
 - Insurance Requirements
 - Bid Sheet
 - VISA
 - Last date for questions is June 8, 2012. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com.
5. Questions from Prospective Bidders.
6. Adjourn

Rental of

1. lift equipment -

2. repair of wall - WHO is responsible

Change Bid Reply

PRE-BID ATTENDANCE
20120046-LL
Extermination of Bees/Wasps and Hives
June 4, 2012 @ 1:30 p.m.

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	ART Regier	Hulet Env Serv.	ARegier@Buss.com	Ph: 772-465-4653 Fax: 800-411-2786
3.	Vickie h. Smith	City of PSL-OMB	ombtemp@cityofpsl.com	Ph: Fax:
4.	KAREN RODGERS	City of PSL-OMS	karen@cityofpsl.com	Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

User: Lawrence, Lisa

Organization: City of Port St. Lucie - Office of Management and Budget

Logout | Help

DEMANDSTAR by ONVIA

My DemandStar **Buyers** Account Info

Log Bid [View Bids] **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List**

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie - Office of Management and Budget
Bid Type	Request for Sealed Bid
Bid Number	SB-20120046-0-2012/lla
Fiscal Year	2012
Bid Writer	Lisa Lawrence
Bid Name	Extermination of Bees/Wasp and Hives
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	6/15/2012 3:00 PM Eastern
Broadcast Date	5/11/2012
Bid Bond	No
Project Estimated Budget	\$0.00
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	It is the intent of the City to procure the services of a Certified and Licensed Pest Control company to furnish all manpower, tools, materials, equipment, and all other incidentals necessary to treat bee infestations at various locations throughout the City. The City requires a four (4) hour response time; therefore, the Selected Bidder shall have an office of operations within a ninety (90) mile radius of the City.
E-Bidding	No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

Non-Mandatory
June 4, 2012
1:30pm
Office of Management and Budget
121 SW Port St. Lucie Boulevard
Suite #390
Port St. Lucie, Florida

Publications

No Publications Data Found

Documents

EDIT

Bid Package SB-20120046 (25 Pages, Complete)
Addendum #1 (1 Page, Complete)
Bid Reply Sheet (2 Pages, Complete)

Commodity Codes

ARC-910-59 - Pest Control (Incl. Termite Inspection and Control, Bird Proofing, Animal Trapping, Rodent Control, Exterminating and Fumigation)

Statistics

Planholders There are 8 planholders for this bid
Broadcast List 268 suppliers have been notified
Supplemental Suppliers 0 Supplemental Suppliers
Filtered No
Post-Bid Viewers 0 viewer(s)



DemandStar is a product of Onvia, Inc. (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

RECEIVED

14 JUN PM 1:26 238

4 1 11111111 1:00 000

City of Fort St. Louis
Dir B 3rd Floor Ste 390

Bldg A.

Bid # 20120046

Environmental Assessment

One Date 6/15/12

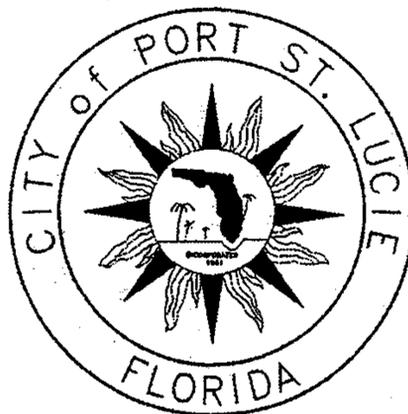
Time 3:00 PM.

121 S.W. Fort St. Louis Bldg
Fort St. Louis, Mo. 64198

1 Original

3 Copies.

CITY OF PORT ST. LUCIE
Sealed Bid #20120046
Extermination of Bees/Wasps and Hives



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

INVITATION TO BID

Sealed Bid #20120046 for the **Extermination of Bees/Wasps and Hives** will be received by the Office of Management and Budget ("OMB") of the City of Port St. Lucie ("City") no later than **June 15, 2012 @ 3:00 pm**. Specifications are included.

Bids must be mailed or delivered to OMB, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

A pre-bid conference for all Bidders will be held at the City in OMB starting at **June 4, 2012 @ 1:30 pm**. At this time the specifications and other bidding documents will be explained, and questions regarding the project 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 OMB on or before the bid opening date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City 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.

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 your response is mailed in adequate time to assure that it will arrive on the day prior to the bid opening date and time.

SPECIFICATIONS
Sealed Bid #20120046
Extermination of Bees/Wasps and Hives

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to providing pest control services to eliminate possible Africanized Honey Bees, Wasps and Hives and/or swarms at various locations throughout the City. The City has positively identified Africanized Honey Bee swarms and hives; however, the majority of the hives destroyed in the last year have not appeared to be the Africanized Honey Bee. The City shall enter into a Contract with the Successful Bidder for a period of two (2) years with an option to renew for two (2) successive additional two (2) year periods, contingent upon satisfactory service and mutual agreement between the City and Selected Bidder.

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, its employees and any financial or legal interests.

INTENT

It is the intent of the City to procure the services of a Certified and Licensed Pest Control company to furnish all manpower, tools, materials, equipment, and all other incidentals necessary to treat bee infestations at various locations throughout the City. The City requires a four (4) hour response time; therefore, the Selected Bidder shall have an office of operations within a ninety (90) mile radius of the City.

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 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.

1.4 Bid Price - Bidders must agree to furnish all items that are awarded to them as a result of their response to this specification at the prices indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said prices 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 three (3)

existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. *If requested*, performance history, financial statements, list of projects recently completed and in process, major equipment available, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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 proposal: Evaluate the pricing offered by the bidder; consider lifecycle costing, and depreciation
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council approved 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. 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 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 black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and three (3) 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 solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

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

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

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

1.10 Payment Terms - Invoices shall be submitted by the tenth (10th) day 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 Thirty (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 Thirty (30) ARI.

1.11 Execution of Contract or Purchase Order - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and

thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it.

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

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

1.13 Subcontracting or Assigning of the Contract - The Selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.14 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.

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat. (2010)

1.15.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a Contract to provide goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

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

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

1.18 Tie Bid Statement - In the case of identical tie bids, in accordance with Section 287.087, Florida Statutes preference may be given to businesses with drug-free workplace programs. Whenever two (2) or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

1.20 Material Safety Data Sheets - The Selected Bidder 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.

1.21 Permits - 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.

1.22 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 payment can be authorized.

1.23 Familiarity with Laws - The Selected Bidder will comply with all Federal, State and local laws, ordinances, rules and regulations. Ignorance on the part of the Bidder will in no way relieve responsibility. Bidder will submit all proposals in compliance with 28 C.F.R. § 35.151.

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

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 Conformation of Materials and Procedures - The materials and procedures utilized shall conform to applicable Federal, State and Local laws, ordinances and regulations.

2.3 Precautions - Selected Bidder shall take all necessary precautions to avoid injury and/or contamination of persons and domestic animals. Precautions shall also be taken to avoid property damage.

2.4 Materials - Materials utilized shall not stain, discolor, or in any way be detrimental to the surface to which they are applied. Materials utilized shall not damage the water meter gauges, site window, meter box, lid, shut off valve or water line in such a way as to make any component of the system non-usable.

2.5 Response Time - If bee/wasp infestation is reported, Selected Bidder must respond within four (4) hours in any given twenty-four (24) hour period, including weekends and holidays, after a report has been made. If Selected Bidder cannot respond during this four (4) hour period the City reserves the right to solicit the services of an outside source. All expenses thus incurred by the City will be invoiced to the Selected Bidder and/or deducted from payments due to the Selected Bidder.

2.6 Work Order - The City will fax a Work Order to the Selected Bidder and the Selected Bidder will be required to fax back the work order marking it as having been completed.

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

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 OMB starting at **June 4, 2012 @ 1:30 pm**. At this time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification.

3.2 Work Order Form - When a bee/wasp infestation is found the Selected Bidder will be faxed a work order form showing the site location, person to contact for additional information, and directions to the site. The Selected Bidder will fill out the bottom portion of the form showing date of service, cost of service, and technician treating the site. (See sample Exhibit "A" attached)

3.3 Areas Involved - The Selected Bidder will be required to service any location that is called for service. This could be utility meter boxes, buildings, trees or shrubs, road right-of-way and swale areas on City property. No privately owned property will be serviced unless in a situation that is of imminent danger to the general public. If a nest is found on private property a City employee will notify the City's Risk Management Department for a determination as to if the City will pursue having the nest removed. (Example: a bee nest that is on vacant property and is used as a school bus stop for children).

3.4 Service Period - The contract period will be from TBD with an option of two (2) additional two (2) year periods contingent upon satisfactory service and mutual agreement between the City and the Selected Bidder.

3.5 Eligibility - Bidders must demonstrate that they, or the principals assigned to the project, have successfully completed services as required in this Invitation to Bid. Bidders must include sufficient documentation and qualifications to support their ability and experience to perform the required services. **BIDDERS QUALIFICATIONS SHALL BE ONE OF THE DETERMINING FACTORS OF THE AWARD.**

3.5.1 Enclose a copy of your Pest Control Operators License, and certificate(s) of training for Africanized Bees.

3.6 Classes - Selected Bidder shall offer classes on an annual basis on all phases of concern regarding the bees to any group of employees that request training.

3.7 Personnel - Services are to be provided by applicators that have been trained and certified by a properly designated State lead agency.

a) Selected Bidders employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, properly uniformed, and conducting themselves in a respectable manner while performing duties, and on City property.

b) Selected Bidder shall be responsible for instructing employees in safety measures considered appropriate. The Selected Bidder shall ensure that personal protection clothing and equipment is provided and shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used, and decontamination/disposal guidelines are in compliance.

c) In compliance with Chapter 442, Florida Statutes, any toxic substance used resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS).

3.8 Treatment of Site (pertaining to water meters specifically) - The Selected Bidder must mechanically remove the hive hanging on the lid and in the meter box and treat with their selected pesticide solution. The lid and box must be cleaned and a portion of the top layer of the soil in the box shall be removed and placed into a plastic garbage bag. The lid shall then be sealed to the box with a solution such as foam which will keep the bees/wasps outside of the hive from re-entering the box. It will also deter the formation of a new hive. The sealing solution shall not be permanent so as to allow

Extermination of Bee Hives

for meter readers to open it for future readings. The sealing material cannot damage the cover, box or meter gauge.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - Not Applicable

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 and deliver the required Insurance Certificates and policies, and other documentation. 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, 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 forfeiture, but rather as liquidated damages. 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 such damages equal the amount of the bid security, or exceed the same. In no event shall the Bidder thereafter be permitted to contest to the contrary. The Bidder waived 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 Proposers 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 Contractor shall indemnify and hold harmless the City, and it's 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 design professional/Contractor and other 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.

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 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.

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

6.3 Bid Information - For information concerning procedures for responding to this bid, contact Lisa Marie Lawrence at (772) 871-5222. 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. 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.

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

(BALANCE OF SHEET INTENTIONALLY LEFT BLANK)

Bid Reply Sheet
Sealed Bid #20120046
Extermination of Bee Hives

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 Bidder will supply services at the following rates:

SERVICE	RATE PER VISIT
Ground Meter Boxes, single box per service request	\$
Ground Meter Boxes, multiple boxes per service request	\$
Trees/Shrubs (external nesting)	\$
Trees (inside trunks)	\$
Buildings --	\$
Return Service fees	\$
Inspection Fees	\$
Class Fees	\$

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

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals 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.

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

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

10. CERTIFICATION

I (print) _____ am 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

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)

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

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

Bid Number: #20120046	
Title: Extermination of Bees/Wasps and Hives	
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 contractor responsive to your needs?
- Did the contractor adhere to your specifications?
- Was the pest control problem(s) solved in a timely manner?

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 _____	Problem Solving _____
Qualifications _____	Cooperation _____
Overall Performance _____	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 _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *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:

Do Not Execute
CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean _____, at (772) _____, or his designee.

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

The specific service that the Contractor has agreed to perform pursuant to Bid Specifications #20120046, Extermination of Bees/Wasps and Hives, is hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. 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 total amount to be paid by the City to the Contractor will be determined by the number of service calls made at the following rates:

SERVICE	RATE PER VISIT
Ground Meter Boxes, single box per service request	\$
Ground Meter Boxes, multiple boxes per service request	\$
Trees/Shrubs (external nesting)	\$
Trees (inside trunks)	\$
Buildings	\$
Return Service fees	\$
Inspection Fees	\$
Class Fees	\$

Extermination of Bee Hives

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 tenth (10th) day 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.

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 ("OMB") 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 acts, recklessness, intentional or wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor agrees, on a primary basis and at its sole expense, 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 that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign 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, or 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 agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000

Extermination of Bee Hives

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 and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Pollution/Hazardous Material Endorsements. Coverage shall have a minimum limit of \$1,000,000 for Pollution Liability Endorsement. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

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 Florida Municipal Corporation, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, it's officers, employees and agents, and Contract #20120046 for Extermination of Bees/Wasps and Hives shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted 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 receipt of thirty (30) days written notice from 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.

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

The Contractor agrees 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.

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

It is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will 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 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 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."

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

Extermination of Bee Hives

time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

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

SECTION IX 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 X 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 XI 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 XII 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 XIII TERMINATION

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 XIV 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 XV
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City'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 XVI
RENEWAL OPTION**

This Contract may be extended for two (2) successive additional two (2) year terms provided the City and Contractor have mutually agreed upon a rate for the extension.

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

(Balance of this page left intentionally blank)

SECTION XVII
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 of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Do Not Execute

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(seal)

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

Sealed Bid: #20120046

Bid Title: Extermination of Bees/Wasps and Hives

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST
Sealed Bid #20120046
Extermination of Bees/Wasps and Hives

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.

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

_____ Mailing envelope must be sealed and identified with:

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

_____ Drug-Free Workplace Form

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section 4

_____ MSDS in accordance with Specifications

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____ One (1) original and three (3) copies of required documents

_____ At least three (3) completed reference sheets returned with bid

_____ Copy of Licenses and Certifications

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

EXHIBIT "A"
BEE/WASP REMOVAL WORK ORDER
Contract #20120046

Date: _____

Work Order #: _____

Customer Name: CITY OF PORT ST. LUCIE

Mailing Address: _____

Port St. Lucie, FL Zip: _____

Department: _____

Cost Center: _____

Requestor (please print) _____

Office Telephone #: _____

Fax: _____

Job Address: _____

Sample Only

On Site Contact: _____

Telephone # _____

Cell Phone #: _____

Directions to Site:

Requestors Signature: _____

TO BE COMPLETED BY (SELECTED BIDDER)

Date Completed: _____

Job Cost: \$ _____

Technician Assigned: _____

Date: _____

ALL INFORMATION MUST BE FILLED OUT

User: Lawrence, Lisa

Organization: City of Port St. Lucie - Office of Management and Budget

[Logout](#) | [Help](#)



[My DemandStar](#)

[Buyers](#)

[Account Info](#)

[\[Log Bid\]](#)

[View Bids](#)

[Log Quote](#)

[View Quotes](#)

[Supplier Search](#)

[Build Broadcast List](#)

Post Bid Validation

Bid ID 243320

Bid Name Extermination of Bees/Wasp and Hives

Bid Number SB-20120046-0-2012/IIa

Warnings

- 1 bid document(s) must be reviewed and approved by the buyer before the bid will broadcast.

DemandStar is a product of Onvia, inc. (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)