



"A City for All Ages"

City of Port St. Lucie
Electronic Request for Proposals ("E-RFP")
Event Name: Rental & Installation of Holiday Decorations
E-RFP Number: 20230065

1. Project Information

1.1 Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Proposals from interested firms to provide Rental and Installation of Holiday Decorations to the City of Port St. Lucie.

A descriptive overview of the City of Port St. Lucie can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City's website to familiarize yourself with how our City is structured and operates. Please contact the Issuing Officer with any questions.

1.2 Scope of Work

Intent and General Information

The City of Port Saint Lucie, Florida (City) is in St. Lucie County on the eastern coast of south Florida, frequently referred to as the Treasure Coast. The city has an area of 120 square miles and an estimated population of 224,916 as of April 2022. Port Saint Lucie is a suburban city transitioning to an urban center. For further information about the City of Port Saint Lucie, please visit our website at www.cityofpsl.com.

The City of Port St. Lucie is seeking services from a skilled and experienced holiday lighting and decorations contractor to provide beautiful, fresh, modern, and new holiday lighting and decorations for 2023 holiday season as well as future years. The City of Port St. Lucie desires displays that will create a holiday destination for residents and visitors alike. This includes the rental, installation, and removal of holiday lights and decorations, services, maintenance, providing a variety of decorations that vary from year to year, along with top-notch customer service to both City staff and the community.

Accompanying and part of this Request for Proposals (RFP) is a sample contract which includes details related to the terms and conditions of doing business with the City. The proposed contract would be completed with data provided in a successful response to this RFP. The budget for the holiday lights program for duration of the contract will be as follows:

Year 1: \$339,793.00

Year 2: \$454,793.00

Year 3: \$454,793.00

Year 4 & 5: In the event the contract is renewed, the budget will be determined at that time.

Display Period

- Must be in place by the day before Thanksgiving and be fully operational the day after Thanksgiving.
- Must be removed by January 15th of each year.
- All decorations must be removed within 72 hours of scheduled removal date.

The issuance of this RFP and receipt of proposals does not commit the City to make an award or a commitment of funds. The City reserves the right to postpone the Proposal Due Date and Time, accept or reject any or all proposals received in response to this RFP, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interests of the City. All proposals, plans, and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

In addition, the selected Proposer shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at www.cityofpsl.com, but also any other laws, rules, or regulations governing the use of the Property.

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

INTRODUCTION

Port St. Lucie is the jewel of the Treasure Coast and is proud to be a hometown where people live, learn, work and play, and celebrate all of life's opportunities and dreams. The City of Port St. Lucie was incorporated in 1961 and is located on Florida's Treasure Coast. Port St. Lucie occupies a geographic area of 121 square miles in St. Lucie County on Florida's east coast, about 50 miles north of West Palm Beach, halfway between Miami and Orlando.

According to the United States Census Bureau's 2022 population estimate, Port St. Lucie is the 7th largest city in Florida with over 224,916 residents. Currently, it is the 3rd largest city in South Florida surpassing Fort Lauderdale's population of 189,019.

A principle foundation of neighborhood-oriented government is to try and be at the forefront of beautification and urban transformation. The City of Port St. Lucie provides an annual holiday decorations program to residents by decorating main entryways and high traffic locations throughout the City.

The City's Holiday Decorations program focuses on providing the residents and their guests, with professional and exciting holiday decorations displayed throughout the City. Some of the areas serviced include the Civic Center, Botanical Gardens, St. Lucie West, Crosstown Parkway, Gatlin Blvd., Becker Road, Westmoreland, as well as other high traffic areas, main entryways, intersections, and welcome signs. These areas are decorated with LED lights, garland, pole mounted and ground level decorations.

The Holiday season isn't complete until you see twinkling lights hanging from the rooftops, wrapped around poles, and sparkling in trees! The City's goal is to continue to provide a top-notch Holiday Decorations Program that offers a variety of decorations by a vendor who exhibits professionalism through their high-quality products and customer service.

PROJECT DESCRIPTION

Projects assigned under this contract must meet all of the RFP requirements stated within. Contractor shall install, maintain, remove, repair, clean, and store commercial grade holiday decorations selected by the City. The City is moving toward a more energy efficient and environmentally friendly initiative, all lighted decorations must be LED.

Rental Decorations Minimum Specifications

- Only Sites approved by the City shall be decorated.
- Decorations must be Commercial Grade.
- All lighted decorations must be LED.
- Natural Trees - Palms and Oak(s) décor options
 - Garland
 - LED lights
 - Combination of garland and LED lights
- Light Poles - Pedestrian, FP&L and Traffic Signal poles
 - Decorated from top to bottom unless otherwise stated
 - Garland
 - LED lights
 - Combination of garland and LED lights
- Roof Lines
 - LED lights on the facades approved by the City
- Decorations installed on traffic signal uprights shall not obstruct the view or operation of the traffic signals. Additionally, the decorations shall be of a weight, size, and wind loading that will not impact the structural integrity of the mast arm system.
- Contractor must have available the latest, inclusive, and culturally diverse holiday decoration designs available in the industry.
- Contractor must have a cohesive look that naturally flows into the decorations in Tradition surrounding Village Parkway and Gatlin Boulevard.
- Once decorations are selected by the City, Contractor must have decorations in-stock. Contractor shall have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay, including bulbs.
- All decorations must be designed, constructed, and installed to withstand adverse weather conditions such as wind and rain and must always be professional in appearance.
- Decorations shall not be frayed, faded, dirty, discolored and should not display signs of damage from weathering.

Installation and Removal

- Services shall include, but not limited to, installation of approved holiday decorations at locations specified by the City. Maintain the approved holiday decorations during the display period. Remove the holiday decorations after the display period and store until such time they are to be displayed again.
- Once work begins, the City requests that decorations are installed in designated areas completely before moving onto another location. Piece work is unacceptable.
- Contractor shall begin installations of decoration as of November 1 of each year and must be completed by the day before Thanksgiving. If work does not commence by assigned start date, the Contractor will be in breach of contract and will not receive payment. Additionally, the City will immediately use the secondary contractor for services described herein.
- City-wide decorations must be installed and operational on or before the day after Thanksgiving.
- Contractor shall begin removal of decorations after January 1 of each year.
- City-wide decorations must be removed by January 15 of each year. **All** decorations must be removed within 72 hours of scheduled removal date.
- Execution of FPL 'Pole Attachment Agreement' must be completed by the Contractor.
- The Contractor will be required to provide the City's Project Manager with weekly progress reports during installation and removal.
- Lighted decorations should be on timers to remain on from dusk to dawn seven days a week.

Maintenance and Service

- The City of Port St. Lucie is not responsible for damaged or stolen holiday decorations.
- Contractor shall be responsible for replacement, maintenance, and upkeep of all installed decorations.
- Contractor is responsible for daily verification and troubleshooting of all installed decorations. This includes providing the City with a daily communication log of the Contractor's troubleshooting efforts.

- Contractor must respond within 24-hours of request for additional service.
- Contractor must repair or replace damaged or non-working decorations (including dark bulbs) within 48-hours of identified issue. Contractor must have inventory and/or parts for these instances.
- All outdoor outlets are GFCI and may need to be reset in the event moisture gets into decorations.
- Decorations should not display signs of damages from seasonal removal, installation, and storage.
- Contractor to hire a licensed electrician to replace and sign *hold harmless* agreement.
- Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary.
- Contractor required to work 7 days a week to include Holidays.

Additional Terms & Conditions

- The City reserves the right to add or remove certain decorations and/or locations from the contract as needed.
- Beginning in Year 2, Contractor is responsible for providing an inventory of decorations to the City no later than seven months prior to the installation date.
- Contractor will test all decorations prior to installation; add-on decorations should be ready and available.
- Samples: The City of Port St. Lucie may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the contractor. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the contractor’s request and at the contractor’s expense. The City of Port St. Lucie will not be held liable for any sample provided.
- Disposal of Waste: Contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City.
- Site Inspections: Prior to submitting the proposal, the Contractor is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials, and labor required. The contractor is also required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

1.3. Overview of the E-RFP Process

The objective of the E-RFP is to select a qualified contractor to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the E-RFP process will be publicly announced, by the City Clerk’s Office, to include the names of the participating contractor and the evaluation results. Subject to the protest process, final contract award will be publicly announced thereafter.

1.4. Schedule of Events

The schedule of events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFP	As Published on DemandStar	N/A
Pre-Proposal Conference Location: Attendance is: N/A	N/A	N/A

Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	June 30, 2023	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum Responses to Written Questions	July 7, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	July 20, 2023	3:00 p.m. ET
Evaluation Committee Meeting to Review Scored Proposals	August 2, 2023	2:00 p.m. ET

1.5. Official Issuing Officer (Procuring Agent)

Name: Nadia Tourjee
Email: NTourjee@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) - companies desiring to do business with the City (Also called “Bidder”, “Proposer”, or “Offeror”).

City of Port St. Lucie (“City”) - the governmental entity identified in Section 1.1 “Purpose of Procurement” of this E-RFP.

City Representative - a professional engineer employed by the City Parks & Recreation Department.

Immaterial Deviation - does not give the contractor a substantial advantage over other contractors.

Material Deviation - gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (“PMD”) - The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Proposer - an individual or organization who submits a proposal in response to a request for proposal (RFP).

Responsible - means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive - means the Proposer, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform - [DemandStar](#)

Any special terms or words which are not identified in this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Proposers” of this E-RFP.

1.7. Contract Term

The initial term of the contract(s) is for three (3) years with the option of two (2) one-year renewals from the issuance of a Purchase Order to completion of the Project. Unless this E-RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposer

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer’s submitted pricing.

By submitting a response to the E-RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and

2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

2.1.2. Restrictions on Communicating with Staff

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted contractor (or the E-RFP is officially cancelled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Pre-Proposal Conference (if any), or as defined in this E-RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and E-RFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this E-RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this E-RFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this E-RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-RFP*

Question #2 Question, *Citation of relevant section of the E-RFP*

2.1.4. Attending Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this E-RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such

information is required, the contractor will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFP will not be considered. The Contractor's response must be complete in all respects, as required in each section of this E-RFP.

2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this E-RFP**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the E-RFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. The City's Right to Amend and/or Cancel the E-RFP

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.**

2.1.9. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, 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 prior written consent of the City.

The successful Proposer shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other

than those identified in the Bid Reply, to the City if requested. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute.

If apparent successful Proposer declines to make any such substitution, City may award the Contract to the next acceptable Proposer that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Any subcontractor, supplier, other person, or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10. Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this E-RFP, these additional services may be added to the original contract at the sole discretion of the City.

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

2.1.12. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this E-RFP, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned to NOT submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential", "proprietary", etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding

the process for reviewing the E-RFP, preparing a response to the E-RFP, and submitting a response to the E-RFP. Contractors are encouraged to utilize the training materials identified in Section 2.2 of this E-RFP to ensure a successful submittal in response to this E-RFP.

2.2.1. E-RFP Released

The release of the E-RFP is only communicated through the posting of this E-RFP as an event in [DemandStar](#). This E-RFP is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this E-RFP using [DemandStar](#). Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this RFP document.

2.2.2. E-RFP Review

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document", and any and all information included in the E-RFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Submitting, Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **PROPOSAL SUBMISSION.** All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in two (2) files TOTAL. No hard copies will be accepted.**
 - File #1 – Upload Attachment A – Cost Worksheet in **Excel Format only.**
 - File #2 – Upload complete vendor proposal formatted as instructed in Section 2.2.4 of this document including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress." Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

2.2.4. Proposal Format / Evaluation Criteria

Instructions to Respondents

The Respondent's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested. and adhere to the page limits set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Firms Qualifications

- A. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.)
- B. Include information regarding similar project experience the Proposer possesses that relates in complexity and/or scope to this project.
- C. Include up to five (5) projects that have been completed in the past five (5) years.
- D. Include associated qualifications/references for sub-contractors or subcontractors, if any, proposed.
- E. Include reference for each project described (contact name, email, phone, position on project).

Tab 2 – Quality of Products and Options

- A. Provide inventory list of proposed products and proposed options.
- B. Provide at a minimum mockups or renderings of what decorations would look like for these locations and other additional mockups or renderings the proposer wishes to provide:
 - City Hall
 - Community Center
 - Botanical Gardens
 - MidFlorida Event Center
 - MidFlorida Event Center Stage
 - SW Corner area of Port St. Lucie Blvd. and Floresta Dr. (692 SE Port St. Lucie Blvd.)
- C. Provide photos of the remaining decorations that will be used at the other locations.

Tab 3 – Methodology/Approach

- Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).

Tab 4 – Price Proposal/Cost Worksheet (Use Form Provided)

- Year 1 – Proposal for Economy, Standard, and Deluxe Packages
- Year 2 – Proposal for Economy, Standard, and Deluxe Packages

- Year 3 – Proposal for Economy, Standard, and Deluxe Packages

Tab 5 – Additional Required Proposal Submittal Forms

Additional forms required to be completed with the submitted proposal can be found in **Attachment D**. Please attach additional sheets if necessary to provide all of the required information.

- General Information Work Sheet
- Cone of Silence Form
- Contractor’s Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

3. General Insurance

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor’s submitted pricing.

3.1. Standard Insurance Requirements

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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, 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.

1. Workers’ Compensation Insurance & Employer’s Liability: The Contractor shall agree to maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to

include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall be listed as additional insured – Contract #20230065 – Rental & Installation of Holiday Decorations.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 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 shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor, or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance

certificates and other documentation may be cause for annulment of the award.

Contractor must review the City’s Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Contractor’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor will be required to enter into discussions with the City to resolve any exceptions to the City’s contract. The City will announce the results of the E-RFP as described further in Section 6.7 “Public Award Announcement” of this E-RFP.

4.1 Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2 Evaluating Proposal Factors

If the contractor’s proposal passes the Administrative/Preliminary Review, the contractor’s proposal will be submitted to the Evaluation Team for evaluation.

4.2.1 Review of Proposals

Procurement Management will review each proposal in detail to determine its compliance with the E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 4.3 “Scoring Criteria” of this E-RFP.

The contractor will receive a total score at the conclusion of the evaluation of the E-RFP Evaluation Factors.

4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm’s Qualifications	Maximum 190 points
Quality of Products and Options	Maximum 300 points
Methodology/Approach	Maximum 210 points
Price Proposals	Maximum 300 points
Total	Maximum 1000 points

4.4 Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the contractor’s best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive, and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

4.4.2 Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.

- 2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.

4.4.3 Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Score.

4.4.4 Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

4.5 Selection and Award

The responsive and responsible contractor receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.

4.6 Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Contractor's name, E-RFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the E-RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.7 Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Contractor(s) or Notice of Intent to Award by the [City Clerk's Office](#). The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONTRACTOR(S) AND/OR THE NOIA.

5. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City

Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Contract Terms and Conditions

The contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful contractor's final response as accepted by the City, all applicable contract terms and conditions, which can be found in the Sample Contract. The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor(s) and any subsequent revisions to the awarded contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the E-RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this E-RFP. Contractors should plan on all expressed requirements within this E-RFP, and City attached documents and links contained in this posted solicitation as being included in any award as a result of this E-RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

By submitting a proposal, each contractor acknowledges its acceptance of the E-RFP specifications and the contract terms and conditions without change. If a contractor takes exception to a Contract Provision or Solicitation Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response in Section 8. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the RFP (including any subsequent addenda and written responses to proposers' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

7. List of E-RFP Attachments

The following documents make up this E-RFP. Please see Section 2.2.2 "E-RFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Project Related Attachments:

- Attachment A – Cost Worksheet
- Attachment B – Holiday Decoration Locations 2023
- Attachment C - Sample Contract

Attachment D – Required Forms

- General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics Form
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

**Any documents indicated this E-RFP must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) may deem the Bidder as non-responsive.

City of Port St. Lucie
Procurement Management Department
E-RFP #20230065
Rental & Installation of Holiday Decorations
Cost Worksheet
(Attachment A)

Company Name: _____

Using the locations identified in the Scope of Work, Bidders are asked to provide three proposal levels for holiday decoration rental, installation, and service as follows: **Standard** (at budget), **Economy** (20% below budget), and **Deluxe** (20% above budget) using the table below. Decorations must be quality decorations in accordance with all terms, conditions, and specifications as specified in this RFP. The City has provided minimum decor options for each location, but the City would like to see ingenuity and creativity in the proposed decorations when submitting their proposals.

Year 1	
Item	Total
Economy Presentation	
Standard Presentation	
Deluxe Presentation	
Year 2	
Item	Total
Economy Presentation	
Standard Presentation	
Deluxe Presentation	
Year 3	
Item	Total
Economy Presentation	
Standard Presentation	
Deluxe Presentation	

Contractor's Signature: _____

Printed - Contractor's Name: _____

Contractor's Phone Number: _____

Contractor's Email Address: _____

Rental Installation of Holiday Decorations
E-RFP #20230065
Attachment B - Holiday Decorations Locations 2023

Line #	Locations	Electrical Availability	Décor Options
1	CITY HALL - Building A ONLY 121 SW Port St Lucie Blvd Building A, Port St. Lucie, FL 34984	Yes	FRONT OF BUILDING: - 2 Magnolia Trees in the front of the building. Lighted from top to bottom with lights flowing into hedges. - Hedges Lighted Leading to the Entrance - 1 Photo Op - Lighted Ground Display BACK OF BUILDING FACING PSL. BLVD.: - Retaining Wall in front of City Hall Lighted - Courtyard w/ Lighted displays - Palms and Fronds in Courtyard - Lighted from top to bottom
2	COMMUNITY CENTER 2195 SE Airoso Blvd, Port St. Lucie, FL 34984	Yes	- Lighted Display at the Peak of the Entrance of the Building - 10 Palm Trees and Fronds Wrapped and Lighted from top to bottom (Front and Side) - 10 Oak Trees Wrapped and Lighted in the front of the Community Center On SW Airoso Blvd. - 2 Photo Ops - Large Lighted Ground Displays
3	PORT ST. LUCIE BOTANICAL GARDENS 2410 SE Westmoreland Blvd, Port St. Lucie, FL 34952	Yes	- First Roundabout: lighted oak tree - Second Roundabout: lighted hedges, and lighted stand displays (floral or garden theme) - Third Roundabout: lighted hedges and lighted stand displays (floral or garden theme) - Front of BG Building: lighted building outline, lighted palms, and fronds (5), lighted hedges - Rose Garden and Moon Gate: A large walk-through lighted feature at the center of the garden. Lighted trees (6), lighted hedges, lighted garden features including vined arches and garden pathways. - Orchid Room: Various lighted hanging displays such as polestars. - Promenade and building exit Pathway: lighted tunnel installation. tree at end of the tunnel lighted with twinkling lights - Dock and lily pad area: globe lights, lighted lotus flowers. - Bromeliad Island: lighted starburst stake lights in all the bromeliads around the pond and along the sidewalk. Wrapped oaks (10) trunks and branches with hanging icicles in the foliage.

Rental Installation of Holiday Decorations
E-RFP #20230065
Attachment B - Holiday Decorations Locations 2023

Line #	Locations	Electrical Availability	Décor Options
3	PORT ST. LUCIE BOTANICAL GARDENS (continued) 2410 SE Westmoreland Blvd, Port St. Lucie, FL 34952	Yes	<ul style="list-style-type: none"> - Hibiscus Garden Circle: 1 large oak trunk and branches wrapped in lights. twinkling lights in foliage. Inside the circle, numerous multicolored tree stand displays. - Picnic Area Around Cube Display: (14) oaks trunks and branches wrapped in lights with dripping icicles on the foliage. - Cactus Garden: 3 neon stand displays inside center islands. garden beds around the center adorned with lighted colorful globes, ground stakes, and lighted ground cover. - Walkway of Saw Palmettos: (7) lighted stand displays - Native Plant Garden Fence: lighted garland and wreath - Secret Garden: projectors on fence (both sides) lighted entrance gate, Pavilion edged with lights and a Potted hedges lighted (2) - Ancient Garden: (front and sides) 5 large oaks trunks and branched wrapped in lights with long hanging strand curtains of lights from upper branches. - Serenity Garden: (1) oak trunk and branches wrapped in blue. Lighted ground stakes in blue. stand display in center in blue. - Palm Walk Garden: colored projection lights illuminating various unique palms (30) - Faerie Forrest: wrapped pine trunks (20) - 1 large group lighted stand display for group photo ops at the end of the walkway between the Faerie Forrest and the Palm Walk Garden
4	MIDFLORIDA CREDIT UNION EVENT CENTER 9221 Southeast Event Center Place, Port St. Lucie, FL 34952	Yes	<p>Entrance to Event Center Building:</p> <ul style="list-style-type: none"> - 3 Photo Ops - Large Lighted Ground Displays - 22 Decorative Light Poles - Lighted and Wrapped - 10 Royal Palms and Fronds Lighted from top to bottom - 3 Royal Palms and Fronds from top to bottom in front of the Parking Garage Lighted - 9 Sabal Palms and Fronds Lighted from top to bottom - 19 Oak Trees Lighted from top to bottom
5	MIDFLORIDA CREDIT UNION EVENT STAGE 9221 Southeast Event Center Place, Port St. Lucie, FL 34952	Yes	<ul style="list-style-type: none"> - Decorate City Owned Live Christmas Tree (15'-20') - 2 Photo Ops - Lighted Ground Displays - 22 Decorative Light Poles Wrapped (Unlit)
6	US-1 ENTRANCE SIGN - South of Lennard Rd. - Sam's Club	Unknown	1 Monument Sign

Rental Installation of Holiday Decorations
E-RFP #20230065
Attachment B - Holiday Decorations Locations 2023

Line #	Locations	Electrical Availability	Décor Options
7	US-1 ENTRANCE SIGN - South of Lennard Rd. - Walmart	Unknown	1 Monument Sign
8	WALTON RD. & SE LENNARD BLVD. TO US-1	Yes	30 Poles with Lighted Display Only
9	WALTON RD. & LENNARD RD.	Yes	4 Traffic Poles Lighted From Mastarm Down
10	WALTON RD. & VILLAGE GREEN DR.	Yes	4 Traffic Poles Lighted From Mastarm Down
11	WALTON RD. & US-1	Yes	6 Royal Palms and Fronds Lighted from top to bottom around the Monument Sign
12	US-1 ENTRANCE SIGN - North of Crosstown Pkwy. - Convey	Unknown	1 Monument Sign
13	VETERANS MEMORIAL PKWY - US-1 TO PORT ST. LUCIE BLVD.	Unknown	28 Poles Lighted OR Wrapped from top to bottom Unlit
14	VETERANS MEMORIAL PKWY - MIDPORT LAKE NEIGHBORHOOD PARK ENTRANCE 2010 S.E. Veteran's Memorial Parkway, Port St. Lucie, 34952	Yes	1 Photo Op -Large Lighted Walkthrough Display
15	WINTERLAKES PARK 5241 NW Jannebo St, Port St. Lucie, FL 34986	Yes	2 Photo Ops - Lighted
16	SELVITZ RD. - BAYSHORE BLVD. TO PEACHTREE BLVD.	Yes	- 12 Poles Lighted or Unlit - 1 Roundabout
17	BAYSHORE BLVD. & SELVITZ RD.	Yes	Tree Wraps (Lighted) & Lighted Palms with fronds hedges
18	ST. LUCIE WEST BLVD. & BAYSHORE BLVD.	Unknown	- 2 Monument Signs - 11 Palms and Fronds Lighted from top to bottom
19	ST. LUCIE WEST BLVD - BAYSHORE BLVD. TO I-95	No	48 Poles - Garland Unlit
20	ST. LUCIE WEST BLVD. - South of Swan Lake Circle	Unknown	6 Oak Trees
21	ST. LUCIE WEST BLVD. & CASHMERE BLVD.	Yes	4 Poles - Lighted Pole Display
22	ST. LUCIE WEST BLVD. & BETHANY DR.	Yes	4 Poles - Lighted Pole Display
23	ST. LUCIE WEST BLVD & BETHANY DR.	Yes	1 Light Pole with Lighted Hanukkah Displays and Wrapped
24	ST. LUCIE WEST BLVD. & COUNTRY CLUB BLVD.	Yes	4 Poles - Lighted Pole Display
25	ST. LUCIE WEST BLVD - 400 SOUTHSIDE WEST OF COUNTRY CLUB ESTATES	Unknown	Large Lighted Ground Display
26	ST. LUCIE WEST BLVD. & CALIFORNIA BLVD. - Front of TD Bank Building	Unknown	1 Monument Sign Lighted
27	ST. LUCIE WEST BLVD. & LAKE CHARLES BLVD.	Yes	4 Poles - Lighted Pole Display
28	ST. LUCIE WEST BLVD. & PEACOCK BLVD.	Yes	4 Poles - Lighted Pole Display
29	ST. LUCIE WEST BLVD. - TURNPIKE BRIDGE	No	- Unlit - 17 Royal Palms and Fronds wrapped from top to bottom - 5 Poles wrapped
30	I-95 EXIT TO ST. LUCIE WEST BLVD. (NORTHBOUND)	Yes	Large Lighted Ground Display

Rental Installation of Holiday Decorations
E-RFP #20230065
Attachment B - Holiday Decorations Locations 2023

Line #	Locations	Electrical Availability	Décor Options
31	CROSTOWN PKWY - VILLAGE PKWY. TO US-1	No	Min. of 135 Poles Wrapped, unlit, and evenly spaced
32	MCCHESENEY PARK 1585 SW Cashmere Blvd, Port St. Lucie, FL 34986	Yes	2 Photo Ops - Large Lighted Ground Display
33	FLORESTA DR. & THANKSGIVING AVE	Yes	- Palms and Fronds Wrapped and Lighted - Hedges
34	WESTMORELAND BLVD. - PORT ST. LUCIE BLVD. TO MORNINGSIDE BLVD.	No	25 Poles Wrapped and Unlit
35	WESTMORELAND BLVD. & MORNINGSIDE BLVD.	Yes	- 1 Roundabout - Trees and Hedges Lighted from top to bottom
36	WESTMORELAND BLVD. & PINEVALLEY ST.	Yes	- 1 Roundabout - Trees and Hedges Lighted from top to bottom
37	WESTMORELAND BLVD. & GOWIN DR.	Yes	- 1 Roundabout - Trees and Hedges Lighted from top to bottom
38	WESTMORELAND BLVD. & BAKERSFIELD ST.	Yes	- 1 Roundabout - Trees and Hedges Lighted from top to bottom
39	PORT ST. LUCIE BLVD. & MORNINGSIDE BLVD.	Yes	4 Poles - Lighted Pole Displays
40	PORT ST. LUCIE BLVD. & VETERANS MEMORIAL PKWY. (4)	Yes	4 Poles - Lighted Pole Displays
41	PORT ST. LUCIE BLVD. - ST. LUCIE RIVER BRIDGE	No	Poles - Wrapped Unlit
42	PORT ST. LUCIE BLVD. & FLORESTA DR.	No	4 Poles - Lighted Pole Displays
43	PORT ST. LUCIE BLVD & FLORESTA DR. 692 SE Port St Lucie Blvd., Port St. Lucie, FL 34984	Unknown	Large Lighted Ground Display
44	OAKRIDGE DR. & OAKLYN ST.	Yes	- 1 Roundabout - 2 Monument Areas - All Palms, Fronds, and Hedges decorated from top to bottom
45	JESSICA CLINTON PARK 3200 Southbend Blvd, Port St. Lucie, FL 34984	Yes	6 Pine Trees Lighted from top to bottom
46	PORT ST. LUCIE BLVD. & AIROSO BLVD.	No	4 Poles
47	PORT ST. LUCIE BLVD. - TURNPIKE BRIDGE	No	5 Poles - Wrapped Unlit
48	PORT ST. LUCIE BLVD. & BAYSHORE BLVD.	No	4 Poles
49	PORT ST. LUCIE BLVD. & CAMEO BLVD.	No	4 Poles
50	PORT ST. LUCIE BLVD. & DEL RIO BLVD.	No	4 Poles
51	GATLIN BLVD. - EDGARCE ST. TO PORT ST. LUCIE BLVD.	Yes	33 Poles - Wrapped from top to bottom, Unlit
52	GATLIN BLVD. & EDGARCE ST.	Yes	- 1 Monument Sign - 1 Canary Date Palm and Fronds Wrapped and Lighted top to bottom

Rental Installation of Holiday Decorations
E-RFP #20230065
Attachment B - Holiday Decorations Locations 2023

Line #	Locations	Electrical Availability	Décor Options
53	GATLIN BLVD. & SAVONA BLVD.	No	2 Poles - Wrapped from top to bottom
54	GATLIN BLVD. & ROSSER BLVD.	No	2 Poles - Wrapped from top to bottom
55	GATLIN BLVD. & IMPORT DR.	No	2 Poles - Wrapped from top to bottom
56	WHISPERING PINES PARK 800 SW Darwin Blvd, Port St. Lucie, FL 34953	Yes	2 Photo Ops - Large Lighted Ground Displays
57	PORT ST. LUCIE BLVD. & DALTON AVE.	No	4 Poles - Lighted Pole Displays
58	PORT ST. LUCIE BLVD. & TULIP BLVD.	No	4 Poles - Lighted Pole Displays
59	PORT ST. LUCIE BLVD. & DARWIN BLVD.	No	6 Poles - Lighted Pole Displays
60	PORT ST. LUCIE BLVD. & BECKER RD.	Yes	4 Poles - Lighted Pole Displays
61	BECKER RD - I-95 TO THREE SAILS PUBLIC ART	No	Min. of 67 Poles - Wrapped from top to bottom, Unlit
62	BECKER RD. & KESTOR DR.	Yes	4 Poles - Lighted Pole Displays
63	BECKER RD. & DARWIN BLVD.	Yes	4 Poles - Lighted Pole Displays
64	BECKER RD. & SAVONA BLVD.	Yes	4 Poles - Lighted Pole Displays
65	BECKER RD. & HALLMARK ST.	Yes	4 Poles - Lighted Pole Displays

**ATTACHMENT C
CITY OF PORT ST. LUCIE
SAMPLE CONTRACT #20230065**

(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Contract, executed this _____ day of _____, 2023, 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", and _____, hereinafter called "Contractor" or "Proposer".

**SECTION I
RECITALS**

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide Rental & Installation of Holiday Decorations based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

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

Contractor: TBD

City Contract Administrator: Nadia Tourjee
Procurement Agent I - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224 / FAX 772-871-7337
E-mail: NTourjee@cityofpsl.com

City Project Manager: Jennifer Perkey
City of Port St. Lucie
Public Works Dept.
450 SW Thornhill Dr.
Port St. Lucie, FL 34984
Telephone: 772-871-5105
Email: JPerkey@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20230065, **Rental & Installation of Holiday Decorations** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by the reference.

Intent and General Information

The City of Port Saint Lucie, Florida (City) is in St. Lucie County on the eastern coast of south Florida, frequently referred to as the Treasure Coast. The city has an area of 120 square miles and an estimated population of 224,916 as of April 2022. Port Saint Lucie is a suburban city transitioning to an urban center. For further information about the City of Port Saint Lucie, please visit our website at www.cityofpsl.com. The City of Port St. Lucie is seeking services from a skilled and experienced holiday lighting and decorations contractor to provide beautiful, fresh, modern, and new holiday lighting and decorations for 2023 holiday season as well as future years. The City of Port St. Lucie desires displays that will create a holiday destination for residents and visitors alike. This includes the rental, installation, and removal of holiday lights and decorations, services, maintenance, providing a variety of decorations that vary from year to year, along with top-notch customer service to both City staff and the community.

Accompanying and part of this Request for Proposals (RFP) is a sample contract which includes details related to the terms and conditions of doing business with the City. The proposed contract would be completed with data provided in a successful response to this RFP. The budget for the holiday lights program for duration of the contract will be as follows:

Year 1: \$339,793.00

Year 2: \$454,793.00

Year 3: \$454,793.00

Year 4 & 5: In the event the contract is renewed, the budget will be determined at that time.

Display Period

- Must be in place by the day before Thanksgiving and be fully operational the day after Thanksgiving.
- Must be removed by January 15th of each year.
- All decorations must be removed within 72 hours of scheduled removal date.
-

The issuance of this RFP and receipt of proposals does not commit the City to make an award or a commitment of funds. The City reserves the right to postpone the Proposal Due Date and Time, accept or

reject any or all proposals received in response to this RFP, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interests of the City. All proposals, plans, and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

In addition, the selected Proposer shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at www.cityofpsl.com, but also any other laws, rules, or regulations governing the use of the Property.

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

INTRODUCTION

Port St. Lucie is the jewel of the Treasure Coast and is proud to be a hometown where people live, learn, work and play, and celebrate all of life's opportunities and dreams. The City of Port St. Lucie was incorporated in 1961 and is located on Florida's Treasure Coast. Port St. Lucie occupies a geographic area of 121 square miles in St. Lucie County on Florida's east coast, about 50 miles north of West Palm Beach, halfway between Miami and Orlando.

According to the United States Census Bureau's 2022 population estimate, Port St. Lucie is the 7th largest city in Florida with over 224,916 residents. Currently, it is the 3rd largest city in South Florida surpassing Fort Lauderdale's population of 189,019.

A principle foundation of neighborhood-oriented government is to try and be at the forefront of beautification and urban transformation. The City of Port St. Lucie provides an annual holiday decorations program to residents by decorating main entryways and high traffic locations throughout the City.

The City's Holiday Decorations program focuses on providing the residents and their guests, with professional and exciting holiday decorations displayed throughout the City. Some of the areas serviced include the Civic Center, Botanical Gardens, St. Lucie West, Crosstown Parkway, Gatlin Blvd., Becker Road, Westmoreland, as well as other high traffic areas, main entryways, intersections, and welcome signs. These areas are decorated with LED lights, garland, pole mounted and ground level decorations.

The Holiday season isn't complete until you see twinkling lights hanging from the rooftops, wrapped around poles, and sparkling in trees! The City's goal is to continue to provide a top-notch Holiday Decorations Program that offers a variety of decorations by a vendor who exhibits professionalism through their high-quality products and customer service.

PROJECT DESCRIPTION

Projects assigned under this contract must meet all of the RFP requirements stated within. Contractor shall install, maintain, remove, repair, clean, and store commercial grade holiday decorations selected by the City. The City is moving toward a more energy efficient and environmentally friendly initiative, all lighted decorations must be LED.

Rental Decorations Minimum Specifications

- Only Sites approved by the City shall be decorated.
- Decorations must be Commercial Grade.
- All lighted decorations must be LED.
- Natural Trees - Palms and Oak(s) décor options

- Garland
 - LED lights
 - Combination of garland and LED lights
- Light Poles - Pedestrian, FP&L and Traffic Signal poles
 - Decorated from top to bottom unless otherwise stated
 - Garland
 - LED lights
 - Combination of garland and LED lights
- Roof Lines
 - LED lights on the facades approved by the City
- Decorations installed on traffic signal uprights shall not obstruct the view or operation of the traffic signals. Additionally, the decorations shall be of a weight, size, and wind loading that will not impact the structural integrity of the mast arm system.
- Contractor must have available the latest, inclusive, and culturally diverse holiday decoration designs available in the industry.
- Contractor must have a cohesive look that naturally flows into the decorations in Tradition surrounding Village Parkway and Gatlin Boulevard.
- Once decorations are selected by the City, Contractor must have decorations in-stock. Contractor shall have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay, including bulbs.
- All decorations must be designed, constructed, and installed to withstand adverse weather conditions such as wind and rain and must always be professional in appearance.
- Decorations shall not be frayed, faded, dirty, discolored and should not display signs of damage from weathering.

Installation and Removal

- Services shall include, but not limited to, installation of approved holiday decorations at locations specified by the City. Maintain the approved holiday decorations during the display period. Remove the holiday decorations after the display period and store until such time they are to be displayed again.
- Once work begins, the City requests that decorations are installed in designated areas completely before moving onto another location. Piece work is unacceptable.
- Contractor shall begin installations of decoration as of November 1 of each year and must be completed by the day before Thanksgiving. If work does not commence by assigned start date, the Contractor will be in breach of contract and will not receive payment. Additionally, the City will immediately use the secondary contractor for services described herein.
- City-wide decorations must be installed and operational on or before the day after Thanksgiving.
- Contractor shall begin removal of decorations after January 1 of each year.
- City-wide decorations must be removed by January 15 of each year. **All** decorations must be removed within 72 hours of scheduled removal date.
- Execution of FPL 'Pole Attachment Agreement' must be completed by the Contractor.
- The Contractor will be required to provide the City's Project Manager with weekly progress reports during installation and removal.
- Lighted decorations should be on timers to remain on from dusk to dawn seven days a week.

Maintenance and Service

- The City of Port St. Lucie is not responsible for damaged or stolen holiday decorations.
- Contractor shall be responsible for replacement, maintenance, and upkeep of all installed decorations.
- Contractor is responsible for daily verification and troubleshooting of all installed decorations. This includes providing the City with a daily communication log of the Contractor's troubleshooting efforts.
- Contractor must respond within 24-hours of request for additional service.
- Contractor must repair or replace damaged or non-working decorations (including dark bulbs) within 48-hours of identified issue. Contractor must have inventory and/or parts for these instances.
- All outdoor outlets are GFCI and may need to be reset in the event moisture gets into decorations.
- Decorations should not display signs of damages from seasonal removal, installation, and storage.
- Contractor to hire a licensed electrician to replace and sign *hold harmless* agreement.
- Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary.
- Contractor required to work 7 days a week to include Holidays.

Additional Terms & Conditions

- The City reserves the right to add or remove certain decorations and/or locations from the contract as needed.
- Beginning in Year 2, Contractor is responsible for providing an inventory of decorations to the City no later than seven months prior to the installation date.
- Contractor will test all decorations prior to installation; add-on decorations should be ready and available.
- Samples: The City of Port St. Lucie may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the contractor. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the contractor's request and at the contractor's expense. The City of Port St. Lucie will not be held liable for any sample provided.
- Disposal of Waste: Contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City.
- Site Inspections: Prior to submitting the proposal, the Contractor is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials, and labor required. The contractor is also required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) calendar years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this contract for two (2) additional twelve (12) month terms for a total charge that is acceptable, then the City without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for two (2) additional twelve (12) month terms.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon by both parties.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on Lump-sum basis per the schedule of items and services, in the amount of \$_____. Payments will be disbursed in the following manner: Phase One- Installation 67% or 2/3 of contracted amount after installation is completed and signed off by City's Project Manager; Phase Two- Maintenance and Removal 33% of 1/3 of contracted amount after removal is completed and signed off by City's Project Manager.

Contractor must invoice the City for the amount of the indemnification payment and said invoice must accompany the signed Contracts.

The Contractor must 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 as a consequence of the suspension or discontinuance of the work.

Invoices for services must be submitted once upon completion of installation and payments must 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 must be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XV.

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

All invoices and correspondence relative to this Contract must contain the Purchase Order number or VISA number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number and partial or final release of liens.

All invoices are to be sent to the assigned Project Manager for this Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

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.

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

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent 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 before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained

by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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, 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.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall be listed as additional insured – Contract #20230065 – Rental & Installation of Holiday Decorations."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 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 shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

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

SECTION XIII **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 Sub-Contractor 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 XIV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and [§ 119.07\(1\)\(a\), Fla. Stat. \(2013\)](#). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any

portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XVI **SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790) https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Integration of Terms - This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s) - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications - The Contractor 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. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

Supersedes Former Contracts or Agreements - Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

SECTION XVIII **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.

City's Public Relations Image - The Contractor'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 Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

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

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

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor 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. The Contractor 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.

Permits - The Contractor 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. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be entitled for payment of authorized areas within the project work limits. The project work limits shall be established by the City of Port St. Lucie prior to construction. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the cost of the contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

SECTION XIX **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 XX **TERMINATION AND DELAYS**

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;

- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default - If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon thirty (30) days written notice to successful Contractor Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION XXI **LAW, VENUE AND WAIVER OF JURY TRIAL**

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.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXI
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

SECTION XXXII
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIV
ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:

_____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
E-RFP #20230065

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

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

Dated at _____, this _____ day of _____, 2023
 (Location)

Name of Organization/Contractor: _____

By: _____
 Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone, and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

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

6. Is the firm claiming Local Preference under City Ordinance 35.12? YES / NO

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

Yes ()

No ()

If yes, please explain:

9. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an acceptable answer - insert lines if needed)

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

(N/A is not an acceptable answer - insert lines if needed)

11. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

Signature

Title

NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms, and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Nadia Tourjee**, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nadia Tourjee, Procurement Agent I with the Procurement Management Department via e-mail NTourjee@cityofpsl.com, or by phone 772-871-5224. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



"A City for All Ages"

E-RFP #20230065 CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent, and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item, or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence, or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



"A City for All Ages"

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

**Solicitation Number
(If Applicable)** _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



"A City for All Ages"

NON-COLLUSION AFFIDAVIT
E-RFP #20230065
Rental & Installation of Holiday Decorations

State of _____ }

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____



"A City for All Ages"

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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____



"A City for All Ages"

DRUG-FREE WORKPLACE FORM
E-RFP #20230065
Rental & Installation of Holiday Decorations

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 proposal 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 proposal, 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 Florida Statutes 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.

Contractor's Signature

Date