



"A City for All Ages"

**City of Port St. Lucie
Electronic Bid ("eBid")
Event Name: Landscaping Services
eBid (Event) Number: 20200096**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Sec. 35.05, this electronic ("eBid") is being issued to establish a contract with one or more qualified Contractors who will provide **Landscaping Services** to the City of Port St. Lucie (hereinafter, "City") as further described in this eBid.

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. eBid Scope of Requested Commodities

The intent of the City is to enter into a fixed unit price contract with one (1) qualified landscaping firm regularly engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida. The landscaping firm shall provide all materials, supplies, labor, and equipment necessary for Landscaping Services. The Contract period shall be for two (2) years with a renewal option for an additional two (2) year period upon satisfactory performance.

1.3. Overview of the eBid Process

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this eBid to the City. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this eBid and resolution of any contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of the Procurement" and Section 6.4 "Selection and Award" for information concerning the number of contract awards expected.

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 eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eBid	As Published on DemandStar	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	Tuesday, February 16, 2021	5:00 p.m. ET
Pre-Bid Meeting Location: PSL Community Center Attendance is: optional	Tuesday, February 9, 2021 @ 10am RSVP is required to attend.	As Published on DemandStar
Responses to Written Questions	Friday, February 19, 2021	5:00 p.m. ET
Bids Due/Close Date and Time	As Published on DemandStar	See DemandStar
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk’s Office	N/A
Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A

*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)

Name: Michelle Fentress, Procurement Agent I
Email: mfentress@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 eBid.

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

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 contractor, 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 eBid Document may be identified separately in one or more attachments to the eBid. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Contractors” of this eBid.

1.7. Contract Term

The initial term of the contract(s) is for **two (2) years** from the issuance of a Purchase Order. The City shall have **one (1) 2-year** option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a contract amendment from the City's Procurement Management Division. In the event that the contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

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 eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid is officially cancelled), contractors 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 Bidders/Offerors' conference (if any), or as defined in this eBid 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 eBid Communication Document.

2.1.3. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eBid. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors 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 eBid must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eBid*

Question #2 Question, *Citation of relevant section of the eBid*

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' 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 eBid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified

as mandatory, then a representative of the Contractor 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 eBid will not be considered. The Contractor’s response must be complete in all respects, as required in each section of this eBid.

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. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eBid**. 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 eBid 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 eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid 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 eBid 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 eBid (including any revisions/additions made in writing prior to the close of the eBid 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 eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID. 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 eBid at any time.**

2.1.9. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this 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 Addition Services

If a Contractor indicates an offer of services in addition to those required by and described in this eBid, 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 eBid, 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 eBid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid and submitting a response to the eBid.

2.2.1. eBid Released

The release of the eBid is only communicated through the posting of this eBid as an event in DemandStar. This eBid is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eBid 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 eBid document.

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, entitled "City's eBid Document", and any and all information included in the Sourcing Event, as posted to DemandStar, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event 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). Attached documents may be found as follows:

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eBid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have

ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

2.2.4. 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. 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.
2. 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.

3. General Insurance, Bonding, and Permit Requirements

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its 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 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. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
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, 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, Business Auto, and Pollution Liability 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 include #20200096 – Landscaping Services listed as additional insured."** 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. 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 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. Pollution Liability Insurance: The Contractor shall provide Pollution Liability insurance to include the transportation and delivery, and application of chemicals, herbicides, and/or pesticides, utilized in conjunction with this contract, and in the scope of their business operations in limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of PSL shall be listed as an additional insured on said policy. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.
6. 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.
7. 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 Contractor'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 Contractor'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.

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than 5% of the bid total made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into DemandStar along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Michelle Fentress, Procurement Agent I
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Department

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

3.2.1 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and

without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3. Permits

The selected 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 to the requirements of said legislation. All permit fees shall be included in the contract amount and paid by the successful Contractor(s).

4. eBid Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit a particular solution a contractor may have available; rather, the Contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor's response.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

Each contractor must complete all of the requested information in the electronic purchasing system entitled Mandatory Questions for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eBid contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order for the Contractor to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eBid document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a “Yes” or “No” response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked “YES” to pass. There may be rare instances in which a response of “NO” is the correct and logical response in order to meet the mandatory requirement (e.g. responding “NO” that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor’s response, except as otherwise provided in Section 6 “Evaluation and Award” of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor’s review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractor understands the full scope of the City’s request.

5. Cost/Pricing

Each Contractor is required to submit pricing as part of its response. (Attachment C – Schedule A)

5.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor’s unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the Contractor’s pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eBid or contract; and
8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “strikethrough” any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor’s response.

5.2 Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet (if any), complete the worksheet and then upload the worksheet by following the instructions in DemandStar

5.3 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 of NET 30 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. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) 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 eBid as described further in Section 6.7 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 "eBid Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from

Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law.

The primary intent of this eBid is to identify a single source (Responsive and Responsible Contractor with the best value as evaluated in Section 6.3) to provide all of the needed goods and/or services; however, the City reserves the right to make split awards.

6.5. Local Preference in Purchasing or Contracting (Sec. 35.12, Ord. No. 10-26)*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."
2. Limitations:
 - a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - c. The provisions of this ordinance shall not apply to contracts made under the Contractors Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

*** Please review (Sec. 35.12, Ord. No. 10-26) for the full governing ordinance**

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. 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 bids. Each individual sample must be labeled with Contractor's name, bid 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 bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. 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 NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.**

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor’s final response as accepted by the City and the contract terms and conditions, which terms and conditions can be downloaded from DemandStar. The “successful Contractor’s final response as accepted by the City” shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid 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 the City’s contract terms and conditions prior to submitting a response to this eBid. Contractors should plan on the contract terms and conditions contained in this eBid being included in any award as a result of this eBid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Contractors to better evaluate the costs associated with the eBid and the potential resulting contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eBid specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a contract provision, 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. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eBid.

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 of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Contractor’s response. 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 eBid 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.

This eBid and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the eBid not specifically addressed in an exception statement in the proposal and accepted in the contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid

not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid shall rule over the Proposal document.

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 eBid (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 the executed contract.
- (ii) Second, by giving preference to the specific provisions of the eBid.
- (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.

8. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 30 days 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 eBid 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: apnotifications@cityofpsl.com

9. List of eBid Attachments

The following documents make up this eBid. Please see Section 2.2.2 "eBid 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.

- A. PSL eBid (this document)
- B. General Requirements (Attached)
- C. Schedule A (Mandatory Document)
- D. Cone of Silence and Communication Document from Section 2.1.2 of this eBid (Mandatory Document)
- E. Mandatory Questions (Mandatory Document)
- F. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eBid (Attached)
- G. E-Verify Form (Mandatory Document)
- H. Non-Collusion Affidavit (Mandatory Document)
- I. Drug Free Workplace Form (Mandatory Document)
- J. Trench Safety Act (Mandatory Document)

K. Contractor's Code of Ethics (Mandatory Document)

****Any documents indicated in Section 4.3 of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.**

GENERAL REQUIREMENTS

Attachment B

Solicitation #20200096

Landscaping Services

It is the intent of the City to enter into a fixed unit price contract with one (1) qualified landscaping firm regularly engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida. The landscaping firm shall be able to respond within seven (7) business days after receipt of notice. The landscaping firm shall provide all materials, supplies, labor, and equipment necessary for landscaped areas. Landscaped areas shall mean all, vegetation beds, ground cover, and trees or shrubs that are located within flower beds or ground cover areas. This contract shall not include mowing of lawns, edging of areas, lawn trimming, and application of herbicides or pesticides on lawns. The Contract period shall be for two (2) years with a renewal option for an additional two (2) year period upon satisfactory performance. Projects will be issued as needed and as budget allows.

Landscaping Services shall mean:

- Installation of contractor provided healthy vegetation per contract specifications;
- Removal of dead vegetation;
- Fertilization and application of lime and minerals as needed when installed;
- Application of herbicides and pesticides within landscaped areas when installed; and
- Removal and hauling off debris, trimmings, trash, and litter within landscaped areas

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work shall include verification that they are certified in Maintenance of Traffic (MOT). It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

The Prospective Contractor shall have the ability to contract grow material for the City of Port St. Lucie.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor shall furnish and install all plants, shrubs and trees as identified for each location.

Initial Planting of Any Vegetation:

- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.
- All plants shall be Florida Fancy, Florida Grade #1 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.
- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.
- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.
- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- All plant material specified shall be planted height.
- Contractor will need to remove and haul off any dead vegetation or hanging (large or small) tree branches.
- Remove and replace mulch in beds two separate times per year; however, this amount may vary based upon needs of the City. The Project Manager shall provide reapplication dates to Contractor on an as needed basis. Mulch shall be either red, black, or brown (environmental) in color and be placed a **minimum** of two (2) inches thick. The color of mulch for landscape sites will vary. The Project Manager shall specify the desired color of mulch at each site before initial placement and before every mulch reapplication.
- Disease and insect control of vegetation will be carried out when disease or insects are inflicting noticeable damage, reducing vigor of vegetation, or whenever the situation could be considered a bother to the public.

- All landscaped areas require, adequate fertilization, lime, and mineral placement to ensure that all vegetation is healthy and growing vigorously. Amount of fertilizer, lime, and minerals depend on species, length of growing season, soils, and rainfall. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages must follow local recommendations.
- Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Safety Data Sheets (SDS).
- Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.

Work shall be performed by the Contractor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

DESCRIPTION OF BUSINESS OPERATIONS TO BE PROVIDED

- All materials needed by the Contractor must be included as part of this contract, i.e. plants, straw, sod, mulch, etc. The cost of any additional labor and materials requested by the City and not included in contract will be billed separately and in addition to the contracted amount. The Contractor must have prior approval from the PMD before performing such additional work.
- Contractor must provide all services using their own company resources; **subcontracting work to other vendors is not permitted.**
- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the City of Port St. Lucie. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, sidewalks, irrigation systems, public utilities, and equipment. If the Contractor is unable to repair

damages, then the City shall furnish a sub-contractor to repair any damages and invoice the Contractor appropriately for the cost of repairs.

- Contractor employees driving Contractor vehicles must possess at all times a valid State of Florida Driver's License. The class of the license must cover the type vehicle driven to perform daily duties.
- The City will not be responsible for the security of equipment belonging to the Contractor. The Contractor assumes full risk and responsibility for any loss, destruction or damage to the Contractor-owned or rented equipment.
- When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. FDOT Standard Plans shall be utilized for all sidewalk, shoulder, lane or roadway closures. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment so pedestrians or vehicular are not impeded and/or harmed.
- In the event of soil disturbance, the Contractor is responsible for inspecting grounds areas and identifying underground cables and lines. Contractor must notify the City 24 hours in advance of any digging. Contractor shall be responsible for the cost involved in damage that occurs due to Contractor's negligence. **The Contractor is responsible for calling 811 before digging!**

Staffing Requirements

- Contractor must appoint a Contractor Project Manager who will review and inspect grounds operations. Inspection results must be reviewed with the Project Manager or their designee. The Contractor Project Manager must be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.
- Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

- Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.

Additional Services

The City may require additional services at a later date during the contract period. Any pricing allowance for those services will be initiated and negotiated solely by PMD.

Silence of Specification(s)

- THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL.
- ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THE AFOREMENTIONED STATEMENT.

Addendum #2
Miscellaneous Landscaping Services
Revised Cost Work Sheet Bid Form - Schedule A
Attachment C



Company Name:

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
1	Annuals	1 gal 6"	ea	100		\$0.00
2	Impatients	1 gallon	ea.	120		\$0.00
3	Bird of Paradis	25 gallon	ea.	2		\$0.00
4	Senna	25 gallon STD	ea.	5		\$0.00
5	Penta's multi colors	1 gallon	ea.	267		\$0.00
6	Asiatic Jasmin	1 gallon	ea.	140		\$0.00
7	Star Jasmine	3 gallon 20"x20"	ea.	92		\$0.00
8	African Iris	3 gallon 24"	ea.	160		\$0.00
9	African Iris - white	3 gallon 24"	ea.	200		\$0.00
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16		\$0.00
11	Thryallis	3 gallon 18" x 16"	ea.	744		\$0.00
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3		\$0.00
13	Dwarf Firebush	20"	ea.	800		\$0.00
14	Hibiscus	3 gallon 20" F	ea.	250		\$0.00
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50		\$0.00
16	Ruellia	3 gallon 18" F	ea.	683		\$0.00
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60		\$0.00
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20		\$0.00
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55		\$0.00
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112		\$0.00
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150		\$0.00
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500		\$0.00
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120		\$0.00
24	Podocarpus	3 gallon 12"x12"	ea.	1290		\$0.00
25	Cocoplum	3 gallon 24" F	ea.	54		\$0.00
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250		\$0.00
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100		\$0.00
28	Japanese Boxwood	3 gallon 16" F	ea.	150		\$0.00
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20		\$0.00
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100		\$0.00
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500		\$0.00
32	Croton	3 gallon	ea.	100		\$0.00
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335		\$0.00
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750		\$0.00
35	Razzle Berry	3 gallon 12" x 12" F	ea	367		\$0.00
36	Ilex Schilling	3 gallon 12" x 14" F	ea	50		\$0.00
37	Crown of Thorns	3 gallon	ea	385		\$0.00
38	Crown of Thorns Bullnose	3 gallon	ea	20		\$0.00
39	Crown of Thorns 'rosy'	3 gallon	ea	215		\$0.00
40	Euphorbia Milli "Rosy"	3 gallon	ea	320		\$0.00
41	Silverthorn	3 gallon 24"x24"	ea	400		\$0.00
42	Simpson Stopper	30 gallon STD	ea	6		\$0.00
43	Macho Fern	3 gallon 16" x 18" F	ea	275		\$0.00
44	Pinky Muhly Grass	1 gallon 12" F	ea	994		\$0.00
45	Pinky Muhly Grass	3 gallon 20" F	ea	300		\$0.00
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370		\$0.00
47	Red Fountain Grass	1 gallon	ea	225		\$0.00

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
48	White Fountain Grass	1 gallon	ea	225		\$0.00
49	White Fountain Grass	3 gallon F	ea	15		\$0.00
50	Fakahatchee Grass	1 gallon	ea	50		\$0.00
51	Fakahatchee Grass	3 gallon F	ea	890		\$0.00
52	White Axtec Grass	1 gallon	ea	5		\$0.00
53	Flax Lily	1 gallon	ea	830		\$0.00
54	Flax Lily	3 gallon 12" F	ea	2214		\$0.00
55	Blueberry Flax Lily	1 gallon	ea	165		\$0.00
56	Perennial Peanut "eco turf"	1 gallon	ea	140		\$0.00
57	Green Liriope	3 gallon 14" to 16" F	ea	250		\$0.00
58	Gold Mound	3 gallon 12" x 14"	ea	270		\$0.00
59	Gold Mound (Duranta Erecta)	3 gallon 14"-16"	ea	2062		\$0.00
60	Gold Mound	7 gallon	ea	8		\$0.00
61	Creeping Fig	3 gallon	ea	50		\$0.00
62	Robelenii triple	15 gallon 4'	ea	1		\$0.00
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4		\$0.00
64	Orange Geigers	45 gallon 10' 2" C	ea	7		\$0.00
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50		\$0.00
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25		\$0.00
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2		\$0.00
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1		\$0.00
69	Wax Myrtle	36"+	ea	15		\$0.00
70	Buttonwood	20"-24"	ea	170		\$0.00
71	Green Buttonwood	3 gallon 20"-24"	ea	100		\$0.00
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100		\$0.00
73	Silver Buttonwood	3 gallon 20"-24"	ea	371		\$0.00
74	Bald Cypress	7 gallon	ea	100		\$0.00
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12		\$0.00
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20		\$0.00
77	Seagrape	3 gallon 24" x 24" full	ea	200		\$0.00
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17		\$0.00
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17		\$0.00
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36		\$0.00
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6		\$0.00
82	Live Oak	45 gallons 12'-14'x3" C	ea	26		\$0.00
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4		\$0.00
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50		\$0.00
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25		\$0.00
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1		\$0.00
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50		\$0.00
88	Weeping Willow	30 gallon 10'-12'	ea	25		\$0.00
89	Royal Palm	8' GW	ea	2		\$0.00
90	Royal Palms	15-17 GW	ea	2		\$0.00
91	Sabal Palm curved	14' to 17' slick	ea	25		\$0.00
92	Sabal Palm	12' CT BTD	ea	3		\$0.00
93	Sabal Palm	12'-14' OA	ea	9		\$0.00
94	Sabal Palms Slick	12-14 ft OA	ea	6		\$0.00
95	ARECA Palm	25 gallon 8' to 10' F	ea	9		\$0.00
96	Christmas Palm	FG 12' to 14' OA	ea	2		\$0.00
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5		\$0.00
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25		\$0.00
99	Slender Spike Rush	BR	ea	10000		\$0.00
100	Gaint Spike Rush	BR	ea	5000		\$0.00
101	Duck Potato	BR	ea	5000		\$0.00

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
102	Bull Rush	BR	ea	1250		\$0.00
103	Fire Flag	BR	ea	2500		\$0.00
104	Arrowhead	BR	ea	11250		\$0.00
105	Pickerelweed	BR	ea	13750		\$0.00
106	Brown Mulch (environmental)		bag	10,000		\$0.00
107	Red Mulch		bag	80,000		\$0.00
108	Giant Bulrush (Scirpus atroviren)		BR	5000		\$0.00
109	Sycamore	3 gallon 12' to 14'	ea	50		\$0.00
110	Black Mulch		bag	20,000		\$0.00
111	Pine Straw		bale	5,000		\$0.00
112	Clusia - small leaf	3 gallon 18x18	ea	300		\$0.00
113	Clusia - small leaf	7 gallon 36" full	ea	300		\$0.00
114	Pigeon Plum Fruit Tree	3 gallon 20x14	ea	200		\$0.00
115	Gumbo Limbo Tree	3 gallon 20x14	ea	200		\$0.00
116	Lychee Tree	3 gallon 20x14	ea	200		\$0.00
117	Mango Tree	3 gallon 20x14	ea	200		\$0.00
					TOTAL	\$0.00

Hourly Labor Rates For Landscaping

Services as Described in General

Requirements- Attachment B

		Unit Price	Unit
118	Supervisor		hourly
119	Foreman		hourly
120	Laborer		hourly
	Rental Rate for Equipment Needed for Commodities that are not quoted in Lines 1-113		
121	Truck		hourly
122	Loader		hourly
123	Arrow Board		hourly
124	Debris Haul Away		per load
125	40 Ton Crane - Half Day		half day
126	40 Ton Crane - Full Day		full day
	Tree Bracing		
127	Wooden Bracing 2X4's		per tree
128	Wooden Bracing 4X4's		per tree
129	Arbor Bracing		per tree
130	Misc. Material NOT LISTED	%	each
131	Misc. Rental Equip NOT LISTED	%	day/hour

Unit prices can only go two (2) demicals. (Example \$5.255 is unacceptable, \$5.25 is acceptable)

Price includes:

Install 2 Agriform tablets per plant , 3 per tree
 Installation of plant material
 Mulch

One Year Warranty / Irrigated Locations Only
 Initial Watering

Contractor's Signature: _____

Contractor's Name: _____

Contractor's Phone Number: _____

Contractor's Email Address: _____



"A City for All Ages"

NOTICE TO ALL PROPOSERS - ATTACHMENT D:

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 Michelle Fentress, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Agent I with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772-871-5222. 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: _____

Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Contractor. Some Answers may be Answered by a Yes or No; However, Some Questions May Require a Detailed Response	Upload Attachments with Additional Information?	Attachment File Name (Must Reference Page Number of Answer to Corresponding Question)
Proposal Factors				
1	Do you have the ability to contract grow material for the City of Port St. Lucie?			
2	Do you have a minimum of 5 acres of irrigated nursery registered?			
3	Do you possess a certificate of Nursery Registration from the Florida Department of Agriculture and Consumer Services?			
4	Do you possess a registered nursery license from St. Lucie County, Florida?			
5	Do you (or the Nursery) hold an Agricultural Products Dealer License with the Florida Department of Agriculture and Consumer Services?			
6	Do you (or the Nursery) hold an Agricultural Products Dealer Bond from a Qualified Surety?			
7	Do you (or the Nursery) possess a Pesticide Certification Commercial/Applicator License from the Florida Department of Agriculture and Consumer Services			
8	Contractor agrees that the Nursery shall be well maintained (i.e. drainage, weeding, fertilization, fungicide) and is open to inspection by City Staff with 24 hours' notice.			
9	Would the Nursery be able to keep plants properly watered, weeded and free of pests and fungus at all times?			
10	Would the Nursery be able to make itself available for Inspections from the City of Port St. Lucie personal at any time during normal business hours Monday through Friday from 7:00-5:00 p.m.?			
11	Does the Nursery have a minimum of 10 years' experience or at least possess a Dealer license issued by the Florida Department of Agriculture and Consumer Services for a minimum of 5 years prior to express knowledge of the ability to propagate good quality plants?			
12	Does the Nursery have positive financial standings to express ability to maintain labor, water, fertilizer and fungicide during the grow out period?			
13	Has the Company received a cure notice from a government entity in the past 3 years?			
14	Does the Company have a drug-free workplace program?			
15	Is the Company claiming Local Preference under City Ordinance 35.12?			
16	Does the Bidder accept the Purchasing Card (Visa)?			
17	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?			
18	Does the Company have any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest?			
19	Does the Company have any judgments from lawsuits in the last five (5) years?			
20	Does the Company have any criminal violations and/or convictions of the Proposer and/or any of its principals?			
21	List three (3) landscaping contracts similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. DO NOT USE the City of Port St Lucie as a reference.			

CITY OF PORT ST. LUCIE
ATTACHMENT F - SAMPLE CONTRACT
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Landscaping Services contract , executed this _____ day of _____, 2021, 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 the Scope of Services and products / services 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: To Be Determined

City Contract Administrator: Michelle Fentress, Procurement Agent I
Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099
772-871-5222 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager: John Dunton
Public Works Department
City of Port St. Lucie
450 SW Thornhill Drive
Port St. Lucie, FL 34984
Telephone 772-344-4035 Fax 772-871-7397
Email: jdunton@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

It is the intent of the City to enter into a fixed unit price contract with one (1) qualified landscaping firm regularly engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida. The landscaping firm shall be able to respond within seven (7) business days after receipt of notice. The landscaping firm shall provide all materials, supplies, labor, and equipment necessary for landscaped areas. Landscaped areas shall mean all, vegetation beds, ground cover, and trees or shrubs that are located within flower beds or ground cover areas. This contract shall not include mowing of lawns, edging of areas, lawn trimming, and application of herbicides or pesticides on lawns. The Contract period shall be for two (2) years with a renewal option for an additional two (2) year period upon satisfactory performance. Projects will be issued as needed and as budget allows.

Landscaping Services shall mean:

- Installation of contractor provided healthy vegetation per contract specifications;
- Removal of dead vegetation;
- Fertilization and application of lime and minerals as needed when installed;
- Application of herbicides and pesticides within landscaped areas when installed; and
- Removal and hauling off debris, trimmings, trash, and litter within landscaped areas

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work shall include verification that they are certified in Maintenance of Traffic (MOT). It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

The Prospective Contractor shall have the ability to contract grow material for the City of Port St. Lucie.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor shall furnish and install all plants, shrubs and trees as identified for each location.

Initial Planting of Any Vegetation:

- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.

- All plants shall be Florida Fancy, Florida Grade #1 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.
- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.
- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.
- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- All plant material specified shall be planted height.
- Contractor will need to remove and haul off any dead vegetation or hanging (large or small) tree branches.
- Remove and replace mulch in beds two separate times per year; however, this amount may vary based upon needs of the City. The Project Manager shall provide reapplication dates to Contractor on an as needed basis. Mulch shall be either red, black, or brown (environmental) in color and be placed a **minimum** of four inches thick. The color of mulch for landscape sites will vary. The Project Manager shall specify the desired color of mulch at each site before initial placement and before every mulch reapplication.
- Disease and insect control of vegetation will be carried out when disease or insects are inflicting noticeable damage, reducing vigor of vegetation, or whenever the situation could be considered a bother to the public.
- All landscaped areas require, adequate fertilization, lime, and mineral placement to ensure that all vegetation is healthy and growing vigorously. Amount of fertilizer, lime, and minerals depend on species, length of growing season, soils, and rainfall. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages must follow local recommendations.

- Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Safety Data Sheets (SDS).
- Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.

Work shall be performed by the Contractor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

DESCRIPTION OF BUSINESS OPERATIONS TO BE PROVIDED

- All materials needed by the Contractor must be included as part of this contract, i.e. plants, straw, sod, mulch, etc. The cost of any additional labor and materials requested by the City and not included in contract will be billed separately and in addition to the contracted amount. The Contractor must have prior approval from the PMD before performing such additional work.
- Contractor must provide all services using their own company resources; **subcontracting work to other vendors is not permitted.**
- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the City of Port St. Lucie. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, irrigation systems, public utilities, and equipment. If the Contractor is unable to repair damages, then the City shall furnish a sub-contractor to repair any damages and invoice the Contractor appropriately for the cost of repairs.
- Contractor employees driving Contractor vehicles must possess at all times a valid State of Florida Driver's License. The class of the license must cover the type vehicle driven to perform daily duties.
- The City will not be responsible for the security of equipment belonging to the Contractor. The Contractor assumes full risk and responsibility for any loss, destruction or damage to the Contractor-owned or rented equipment.

- When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment so pedestrians or vehicular are not impeded and/or harmed.
- In the event of soil disturbance, the Contractor is responsible for inspecting grounds areas and identifying underground cables and lines. Contractor must notify the City 24 hours in advance of any digging. Contractor shall be responsible for the cost involved in damage that occurs due to Contractor's negligence. **The Contractor is responsible for calling 811 before digging!**

Staffing Requirements

- Contractor must appoint a Contractor Project Manager who will review and inspect grounds operations. Inspection results must be reviewed with the Project Manager or their designee. The Contractor Project Manager must be thoroughly familiar with all aspects of the contract and shall have full authority on the Contractor's behalf in any and all matters pertaining to the contract.
- Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.

Additional Services

The City may require additional services at a later date during the contract period. Any pricing allowance for those services will be initiated and negotiated solely by PMD.

Silence of Specification(s)

- THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL.
- ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THE AFOREMENTIONED STATEMENT.

Work shall be performed by the Contractor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

SECTION IV **TIME OF PERFORMANCE**

The Contract Period start date will be _____, 2021 and will terminate two (2) years thereafter on _____, 2023. 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.

SECTION V **RENEWAL OPTION**

The initial term of the contract(s) is for two (2) calendar year(s) from the execution date of the contract(s). PSL shall have one two (2) year option to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties.

NOTE: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 180 days nor less than 120 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period (for the second renewal).

SECTION VI **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A". Payments will be disbursed in the following manner:

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

Invoices for services shall be submitted upon completion of the work and payments shall be made net forty-five (45) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made, provided the invoice is accompanied by adequate supporting documentation, including any changes and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number and/or Visa Authorization number, detail of item prices that correspond to the Contract, a unique invoice number and partial release and final release of liens.

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.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM.

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.

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. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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

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

Workers' Compensation Insurance & Employer's Liability: The Consultant shall 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.

Commercial General Liability Insurance: 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

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 consultants 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, 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, Business Auto, and Pollution Liability 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 include Contract #20200096 - Landscaping Services shall listed as additional insured."** 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. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant 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.

Automobile Liability Insurance: The Consultant shall 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 Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant 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.

Pollution Liability Insurance: The Contractor shall provide Pollution Liability insurance to include the transportation, delivery and application of chemicals, herbicides, and/or pesticides, utilized in conjunction with this contract, and in the scope of their business operations, in limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of PSL shall be listed as an additional insured on said policy. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The Consultant 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 Consultant 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant 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 Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language when required by written contract. If consultant, independent consultant or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by consultant/independent consultant/subconsultant.

The Consultant 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 consultant 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**](mailto: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 to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Additional Requirements

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

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

SECTION XVI
CONTRACT DEFICIENCIES

A deficiency is defined as, but is not limited to: any work deemed unsatisfactory or subpar per contract specifications; a missed visit to any scheduled landscaping site (regardless of weather conditions--unless prior approval is granted by the Project Manager or their designee); Contractor or Contractor employee misconduct; damages to the site(s) as a result of poor practices/methods; etc. The City has the sole authority and right to deem any work unsatisfactory or subpar at any time. The deficiency will be documented, and the Contractor will be informed in writing through the issuance of a breach of contract notice. A 48-hour grace period will be given to the Contractor to rectify the deficiency. In the event that the City finds contract default that has not been rectified after the two day grace period, the City may procure, upon such terms

and in such manner as the City may deem appropriate, goods and/or services similar to those that were establish with this contact. The Contractor shall be held liable to the City for any costs incurred by the City and as determined by the City, for such similar goods and services.

SECTION XVII SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, 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.

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.

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.

Contractor Conduct – The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

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).

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.

Notification of Compliance – The Contractor shall be responsible for adherence to all state and local laws and regulations. Any violations of laws or regulations on City property must be reported to the City within 24 hours. All criminal activity must be reported immediately to the Project Manager or their designee.

Personal Property – Any and all personal property placed on City property by the Contractor, their employees, and/or subcontractors shall be at their own risk and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Third Party Obligations – The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the City will not have any obligations with respect thereto.

Use of City Vehicles and/or Equipment – Unless expressly agreed upon in writing by the City, the Contractor shall not be allowed to utilize City owned vehicles and/or equipment. The Contractor shall be responsible for providing necessary transportation and equipment to perform all services.

Water Resources – The Contractor shall not discharge into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

SECTION XIX **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.

Non-Allowable Charges – The following, but not limited to this list of charges, and including other incidental or standard industry charges not identified herein, are not allowed under the terms and conditions of this contract.

- Start-Up Costs
- Set-Up Costs
- Weekly or Trip Minimum Charges
- Environmental Charges
- Energy Charges
- Fuel Charges
- Order and/or Hourly Minimums
- Repairs
- Miscellaneous service charges used to help Contractor pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred to that may be incurred by the future Contractor.

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.

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.

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 XX **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 XXI **DELAYS AND TERMINATION**

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. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
 - VII. 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, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to 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.

Liquidated Damages for Delays – If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION XXII **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 XXIII
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 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
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.

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



"A City for All Ages"

E-Verify Form - Attachment G

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.

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

Attachment H

Solicitation #20200096

Landscaping Services

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
Attachment I
e-BID #2020096
Landscaping Services

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. #20200096 - Attachment J

PROJECT TITLE: Landscaping Services

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Throughout the entire City of Port St. Lucie

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars
(Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the day of _____, 20__.

NOTARY PUBLIC



"A City for All Ages"

**eBID #20200096 – ATTACHMENT K
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.