



"A City for All Ages"

City of Port St. Lucie

Electronic Bid ("eBid")

Event Name: Mowing & Grounds Maintenance Services for Utility Lift Stations

eBid (Event) Number: 20220037

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 **Mowing and Ground Maintenance Services at the Utility Lift Stations** 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. 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.

1.3. eBid Scope of Requested Commodities

The City of Port St. Lucie, a municipality in the State of Florida, desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Mowing and Grounds Maintenance Services at the Utility Lift Stations

It is the intent if the City into a per unit fixed price basis contract with one (1) qualified Contractor to perform all necessary mowing and landscape maintenance services for the Utilities Department – Lift Stations areas listed herein, and all/any other future locations as requested by the City. The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein. Contract period shall be for an initial three (3) calendar year(s) with an option to renew for two (2), additional two (2) year periods, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase **as per Section VI** of the Sample Contract. The selected Contractor shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform mowing and grounds maintenance services for various Utility Department locations; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Contract Supervisor, or their designee.

1. Specific Duties to be Performed:

1.1 The City has an estimated **67 lift station locations requiring mowing and grounds maintenance services** for the Utilities Department required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

1.2 The frequency of Mowing and Grounds Maintenance Services for this contract vary and are identified in the E-Bid Excel Reply Sheet (**Attachment A**) and listed in the contract.

1.3 Work to be performed by the Contractor under this section includes: furnishing all labor, materials, equipment, and supervision required to perform the MOWING and MAINTENANCE of the areas specified by City's Project Manager.

1.3.1 Ground Cover and Shrubbery Maintenance – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

1.3.2 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

1.3.3 All plant materials will be maintained up to 12' in height.

1.3.4 Pruning of all landscape grasses shall be done one (1) time annually in February.

1.4 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

1.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

1.7 It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Cutting blades shall be sharpened as needed, to maintain a good cutting characteristic. Blades shall be set to cut grass at **three (3) inches** in height after being cut. All mowing is to be tied into private property. The Contractor shall agree at any time deemed necessary by the Project Manager to allow the Project Manager, or his/her designee, the right to inspect the mowing blades of any machine being used.

1.8 When work is in progress, Contractor shall make a reasonable effort to ensure that cuttings will not be discharged into the street, onto private property or in the drainage "black swale liner". The Contractor shall also make every reasonable effort to ensure that cuttings will be discharged onto the uncut area. Any debris as a result of the mowing operation discharged in these locations may be required to be removed by the Contractor at the discretion of the Project Manager before work continues.

1.9 Any damage occurring during mowing operations is to be immediately reported before the end of the daily shift by the Contractor to the Project Manager. The Project Manager will determine what corrective action is required and inform the Contractor. The Contractor will punctually perform the required corrective action at the Contractor's expense no later than twenty-four (24) hours from the time it is reported.

1.10 The Contractor shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress, the name and number of personnel, street names, or sections being performed to the Project Manager or his/her designee.

1.11 The back side of the swale liners and sidewalks, if present, must always be cut, regardless if wet or not. The Contractor shall weed-eat, use a walk behind mower, or boom mower if conditions are too wet.

2. Inspections - During the contract period the Project Manager, or his designee, shall continually inspect the work that has been performed and notify the Contractor of any deficiencies that require correction. The

Contractor shall be responsible to remedy all deficiencies within twenty-four (24) hours after being notified to be eligible for that month's service payment.

3. Hours of Service - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

4. Equipment - Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. All equipment used must have company identification signs including, but not limited to, trucks, boats, etc. (Mowing is to be done with zero turn mowers however there are specific sites where a batwing type mower will be applicable.)

The City may inspect the equipment anytime during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

5. Limitation of Operations - No equipment, regardless of width, shall be left on the roadways, or lift stations overnight or parked in the median without written approval from the City.

6. Mowing – The Contractor shall rake, vacuum or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Contract Supervisor, or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

Initial annual mowing schedule to be submitted by Contract Supervisor and is subject to change or altered as deemed necessary.

Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

If sloped areas are too wet to be mowed, they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Contract Supervisor or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Contract Supervisor or their designee.

7. Weeding - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

In the event that weeds, or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

The Contractor shall maintain each area of responsibility weed free at all times.

8. Herbicides - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor

will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

The Contractor shall preserve from damage all property associated with, or located in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

9. Fertilizing or Pesticide - No fertilizing or pesticide at the lift stations, well sites, or the re-pump stations. If lift station is rock then it needs to have non-restrictive herbicide done on the inside and mowed outside.

10. Power Blade Edging - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas, or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

11. Cleanup - Contractor will be responsible to inspect and remove all trash (such as cigarette butts, debris, and etc.) prior to the commencement of mowing and maintenance. The Contractor will supply the number of 55-gallon trash bags removed at the conclusion of each cycle. The Contractor shall be required to trim around all signs, headwalls, culverts, grates, fire hydrants, delineators, utility poles, canal fronts, etc. that are located around the lift stations. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. The Project Manager will require the Contractor to remove all trash within the residential streets. Nothing larger than a tire will be removed. The City will address this issue on a case-by-case basis.

Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds.

12. Diseased or Damaged Plant Material - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Contract Supervisor or their designee.

13. Crack and Joint Cleaning – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

14. Areas Involved- Designated areas are identified below. The City Contract Supervisor shall exercise discretion as to the amount and number of services for all locations. Unless noted all of the specifications for mowing, trimming, edging, weed control, and landscape maintenance apply to the following locations:

| Mowing and Grounds Maintenance Services | | Annual Frequency |
|---|-------|------------------|
| 1 | SP-17 | 36 |
| 2 | SP-46 | 36 |
| 3 | SP-83 | 36 |
| 4 | WP-10 | 36 |
| 5 | WP-11 | 36 |

| | | |
|----|-------|----|
| 6 | WP-12 | 36 |
| 7 | WP-13 | 36 |
| 8 | WP-14 | 36 |
| 9 | WP-15 | 36 |
| 10 | WP-16 | 36 |
| 11 | WP-17 | 36 |
| 12 | WP-18 | 36 |
| 13 | WP-19 | 36 |
| 14 | WP-20 | 36 |
| 15 | WP-21 | 36 |
| 16 | WP-22 | 36 |
| 17 | WP-23 | 36 |
| 18 | WP-24 | 36 |
| 19 | WP-27 | 36 |
| 20 | WP-28 | 36 |
| 21 | WP-29 | 36 |
| 22 | WP-30 | 36 |
| 23 | WP-31 | 36 |
| 24 | WP-32 | 36 |
| 25 | WP-33 | 36 |
| 26 | WP-34 | 36 |
| 27 | WP-35 | 36 |
| 28 | WP-36 | 36 |
| 29 | WP-37 | 36 |
| 30 | WP-38 | 36 |
| 31 | WP-39 | 36 |
| 32 | WP-40 | 36 |
| 33 | WP-41 | 36 |
| 34 | WP-42 | 36 |
| 35 | WP-43 | 36 |
| 36 | WP-44 | 36 |
| 37 | WP-45 | 36 |
| 38 | WP-46 | 36 |
| 39 | WP-47 | 36 |
| 40 | WP-48 | 36 |
| 41 | WP-49 | 36 |
| 42 | WP-50 | 36 |
| 43 | NP-01 | 36 |
| 44 | NP-02 | 36 |

| | | |
|----|-----------------------------------|----|
| 45 | NP-03 | 36 |
| 46 | NP-05 | 36 |
| 47 | NP-07 | 36 |
| 48 | NP-22 | 36 |
| 49 | NP-23 | 36 |
| 50 | NP-26 | 36 |
| 51 | NP-27 | 36 |
| 52 | NP-28 | 36 |
| 53 | NP-29 | 36 |
| 54 | NP-30 | 36 |
| 55 | NP-37 | 36 |
| 56 | NP-38 | 36 |
| 57 | NP-39 | 36 |
| 58 | NP-40 | 36 |
| 59 | NP-41 | 36 |
| 60 | NP-42 | 36 |
| 61 | NP-54 | 36 |
| 62 | NP-04 (167) Jardain Road) | 36 |
| 63 | 4250 NW East Torino Parkway | 36 |
| 64 | SP-16 - 2322 SE Melaleuca Blvd. | 36 |
| 65 | 1381 SE San Sovina Terrace | 52 |
| 66 | 3181 SE Morningside Blvd. (house) | 52 |
| 67 | 2281 Sidonia St. | 52 |

Lawn Maintenance Requirements

I. Description of Required Services

a. Mowing Services

- i. Considering topography, the Contractor is required to use the proper mowing equipmer to provide a high-quality cut.
- ii. At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds in the down position at all times.
- iii. Only mulching decks or rear discharge mowers shall be used on curbed section medians.
- iv. No abrupt turning or sliding of equipment which results in turf damage shall occur.
- v. All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches and palm fronds, pruning debris, shall be removed from City property after each service. The use of bagging attachments is recommended, but not required.
- vi. All asphalt surfaces are to be kept free of debris created by mowers, hedgers, and weed eaters.
- vii. Contractor will take care to ensure that blowing does not cause damage to any individual, private or public property, and vegetation beds.
- viii. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass.

- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

b. Trimming and Weeding Services

- i. Chemical trimming on wall/fence line and near bodies of water is prohibited.
- ii. Trimming shall be done in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- iii. String trimming shall be a minimum of thirty inches (30") outside of chain link fences.
- iv. Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- v. If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- vi. In the event that weeds, or other undesirable vegetation become prevalent in planted beds, they are to be hand pulled.
- vii. All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- viii. Contractor shall not be permitted to exceed five (5) miles of mowing without complete trimming of that mowed section.
- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

c. Edging Services

- i. All hard edges shall be mechanically edged every mowing to maintain the definition of an edge.
- ii. Edging shall be performed every other mowing cycle or as needed by vegetation growth.
- iii. The use of an herbicide to edge areas is prohibited.
- iv. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

d. Application of Herbicides and Pesticides Services

- i. Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the City Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SOS).
- ii. 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.
- iii. 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, policies and statutes.
- iv. Herbicide is only to be applied along exterior bed lines and impervious surfaces and in accordance with manufacturer recommendations. Herbicides applied shall have indicator dye only in pervious locations to manage drift control during the application. Impervious surfaces shall not be sprayed using indicator dye.
- v. No herbicide is to be applied at, near or along any drainage inlets, pipes or grates.
- vi. A hood covering the herbicide applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide spray native or off target species. Pre-

- emergent and selective herbicides are recommended.
- vii. Certain vegetation may not receive pre-emergent applications to avoid damage.
- viii. Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. a fence/wall line or near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited.

e. Trash/Litter Removal Services

- i. "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, palm fronds and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - The Contractor will inform the City via the Daily Checklist, the number of bags picked-up from each Service Area location and tally the total amount of bags of litter/trash for the Service Rotation.
- ii. Pick up, remove, and dispose of litter and debris within all mowing service areas as specified in Appendix A and on all paved shoulders.
- iii. Litter Pick-up shall be performed before any mowing, trimming, edging, or herbicide/pesticide application.
- iv. Litter and debris may consist of paper, plastic, boxes, bottles, cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, dead animals, and other items not considered normal to turf.
- v. All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.
- vi. Conduct litter removal activities during daylight hours only.
- vii. Additional litter removal cycles may be requested by the City between mowing cycles. Contractors must include this service in the overall proposed costs. No additional solicitation line items or contract amendments will be issued for this service.

II. Mowing Cycles

- a. Begin mowing operations on the commencement date or on a date approved by the City Project Manager.
- b. Unless otherwise directed by the City Project Manager or their designee, Contractor shall follow the mowing cycle provided by the Project Manager.
- c. Cycle(s) and/or cycle date(s) can be omitted or changed due to requirements from federal, state, or local agencies, herbicide application efficacy, weather conditions, soil conditions (saturated or eroded/damaged soils), vegetation conditions (inadequate vegetative cover), and budget restraints at the discretion of the Contract Administrator.
- d. Working Hours- Perform all scheduled mowing operations from 7:00a.m. until dusk. No work will be allowed on City holidays. The City Project Manager or their designee shall have the ability to amend the working hours as needed to ensure quality acceptance of services.

III. Mowing Restrictions

- a. 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.
- b. All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

IV. Traffic

- a. At a minimum, abide by the [Manual of Uniform Traffic Control Devices \(MUTCD\)](#), current edition, for traffic control guidance.

- b. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Contractor must equip all signs with flags.
- c. If for any reason that any equipment should be in the traveling lane, a shadow vehicle with crash attenuator shall be used.
- d. Operations may be restricted when, in the opinion of the City Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe.
- e. Move equipment or materials on or across the traveled way in a safe manner which will not unduly interfere with traffic. There shall be no reduction in the total number of available traveling lanes. Contractor must schedule and arrange the work to ensure the least inconvenience and the utmost safety to both motorist and pedestrian traffic.

V. Contractor Personnel

- a. General Conduct
 - i. 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.
- b. Attire and Manner
 - i. 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 entity 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.
- c. Staffing Requirement
 - i. 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.
 - ii. 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.
- d. Assigned Staff
 - i. Supervisor (s)
 - 1. Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must be able to speak and write proficiently in English.
 - 2. The Contractor must provide the name, contact information, and sector assignment for each Supervisor/Foreman(s).
 - 3. This Supervisor/Foreman should be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a mowing complete or additional litter removal crew.
 - 4. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout.
 - 5. The Supervisor/Foreman shall return all City phones or emails within twenty-four (24) hours.
 - 6. If a Contractor is awarded more than one sector, the Contractor must supply a

Supervisor/Foreman for each additional sector.

- ii. Mowing Service Laborers
 - 1. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work. Ensure that all employees are qualified to safely operate all equipment that they are assigned to operate under this contract.
 - 2. All employees operating equipment under this contract must have current, valid licenses and/or certifications as required by state or federal law to operate all equipment that they are assigned to operate under this contract.
 - 3. All personnel must have lawful status to work in the United States.
 - 4. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.
- e. Equipment Requirements
 - a. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the City Project Manager or their designee.
 - b. City decisions relevant to mechanical worthiness and appropriateness shall be final.
 - c. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.
 - d. All vehicles intended for use shall have appropriate traffic control safety devices
 - e. Assign appropriate equipment quantities and types to meet stated mowing schedules
 - f. Contractor must properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the City Project Manager or their designee will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

VII. Quality Acceptance

- a. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
- b. Mowing Height to Be Followed:

| Grass Type | Minimum Cut Height | Max Cut Height |
|------------|--------------------|----------------|
| Bahia | 2" | 3" |
- c. Contractor shall report Performance deficiencies to the City within twenty (24) hours of identification.
- d. Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a City supplied Contract Breach Notice.
- e. Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the City before the next mowing cycle.
- f. If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- g. Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the City Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The City Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that City Offices are closed shall be reported to the Police Department Duty Officer with a request to call the City Project Manager or their designee, as necessary.
 - If applicable, the City Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages

are involved, the City Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame approved by the City. All such matters shall be put forth in writing and signed by both parties.

1.4. 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.

1.5. 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 |
| Bidders/Offerors’ Conference Location: N/A Attendance is: N/A | N/A | As Published on DemandStar |
| Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5. | 04/April/2022 | 5:00 p.m. ET |
| Responses to Written Questions | 07/April/2022 | 5:00 p.m. ET |
| Bids Due/Close Date and Time | 15/April/2022 | 2:00 p.m. ET |
| 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 Executed Contract to Contractor | N/A |

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

*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.

1.6. Official Issuing Officer (Procuring Agent)

Name: Anibal Barreto, Procurement Agent I

Email: amorales@cityofpsl.com

1.7. 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

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

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.

1.8. Contract Term

The initial term of the contract(s) is for three (3) calendar year(s) from the execution date of the Contract. The City shall have two (2), two (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. 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*

2.1.3. 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.

2.1.4. 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.

2.1.5. 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.

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this 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 reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. 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.

2.1.7. 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.**

2.1.8. 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.

2.1.9. 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.

2.1.10. Protest Process

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

2.1.11. 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.

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

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

1. **BID SUBMISSION.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL.** No hard copies will be accepted.
 - Upload the Excel Bid Reply Sheet- Schedule A in **Excel Format only.** (Save as File #1).
 - Upload in one file and in the following order: Contractor's General Information Worksheet, Cone of Silence and Communication Document, Contractor's Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, copy of Bid Bond, W-9, copy of Certificate of Insurance, and any license or certifications required for project. (Save as File #2).
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress." Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

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

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

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

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 |

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 and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, Contract #20220037 Mowing & Grounds Maintenance Services for Utility Lift Stations 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 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.

Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement. It shall be the responsibility of the Contractor to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor 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 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 consultant/independent consultant/subconsultant.

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

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

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

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

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

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 **\$500.00** 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:

Attn: Anibal Barreto
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Department

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. Permit fees can be found on the [City's Building Department Website](#). 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 Contractor s 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 **Contractor's General Information Worksheet** 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.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

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.

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 City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

Single or Multiple Award

Any contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3, that meet all required specifications, and with whom the City has reached agreement on all contract terms and conditions. The City reserves the right to select one or more contractors for award and to award all items to one or more contractors, individual line items to one or more contractors, or subcategories of products/services to one or more contractors when to do so is in the best interests of the City.

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. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. 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 and the Project Manager

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.

❖ PSL eBid (this document)

Attachments:

- A. Excel Bid Reply- Schedule A from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
- B. Sample Contract (Attached)
- C. Other Mandatory Documents- Must be uploaded to DemandStar as **File #2**:
 - Contractor’s General Information Worksheet/ Questionnaire
 - Cone of Silence and Communication Document from Section 2.1.2 of this eBid
 - Contractor’s Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form

****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.**