



"A City for All Ages"

**City of Port St. Lucie
Electronic Bid ("eBid")**

**Application of Chemicals, Fertilizer & IPM Services on Roadways Parks & Medians
eBid #20210038R2**

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 **Application of Chemicals, Fertilizer & IPM Services on Roadways & Medians** 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 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 Application of Chemicals, Fertilizer & IPM Services on Roadways & Medians.

It is the intent of the city to procure services of one or more professionals for application of chemicals, both pesticides and fertilizer at various City locations including City Hall Municipal Complex, the Community Center, MID Florida Event Center, Mary Ann Cernuto Park, Botanical Gardens and Main Entrance and City-wide Road medians. The City reserves the right to divide this award, if in the City's determination such a division is beneficial to the City.

The Selected Bidder will be responsible to furnish all labor, materials, equipment, transportation, and supervision necessary to comply with the specifications for the Application of Chemicals, Fertilizer & IPM Services on Roadway & Medians. The purpose of this bid is to establish a three (3) year contract with three (3) additional, one (1) year renewals.

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

The Selected Bidder shall also adopt Best Management Practices (BMP) relative to nutrient usage. General Guidelines include taking soil and leaf tests before applying nutrients, reducing the use of phosphate and nitrogen, using a controlled release fertilizer, applying a minimum of fertilizer in the summer rainy season and creating a ten (10) to fifteen (15) foot border between areas where fertilizer is applied near bodies of water. The City requires a Best Management Practice license for fertilizer applicators. **For your reference, we have included the hyperlink for the City of Port St. Lucie Ordinance #14-10 referencing Florida Green**

Industries: Best Management Practices for Protection of Water Resources in Florida. [Chapter 44 sections 44.01 through 44.17 city codes 14 for all applicable laws within the city limits.](#)

The contract allows for adjustments, up and/or down, on an annual basis, based on the Consumer Price Index-All Urban Consumers (CPI-U), all items. Both parties must mutually agree upon all adjustments and substantiated by documentation of said fluctuations.

The City reserves the right to increase or decrease the number of locations and/or modify the level of service. Additional Areas – The City may add areas as needs arise to this contract.

GIS MAP Link:

<https://pslgis.maps.arcgis.com/apps/webappviewer/index.html?id=e430e4000004464f8acf0bf14148cd0f>

SCOPE OF WORK

The Contractor shall perform work in accordance with the contract per each location and will be responsible to furnish all labor, materials, equipment, transportation, and supervision.

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

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

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

- Ornamental and Turf Applications

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

Locations: Please note: Locations and Specific Duties are divided into three (3) sections, with each requiring different levels of service. Please note that there are an estimated 21,000 trees and 41 acres of shrubbery in section 2.

SECTION 1 PARKS & REC DEPARTMENT

- **City Hall Complex-** 121 SW Port St. Lucie Blvd.
- **Community Center-** 2195 SE Airoso Blvd.
- **Mary Ann Cernuto Park-** 2060 SE Grand Drive
- **Botanical Gardens and Entrance** 2410 SE Westmoreland Blvd.

Specific Duties for Section 1 Locations:

1. **Fertilization of St Augustine** eight (8) applications per year.
 - Granular applications will be four (4) times per year
 - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of (one) 1 lb. per 1,000 square feet.
 - Foliar (liquid) turf applications will be four (4) times per year.
 - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.

2. **Fertilization of Bahia Turf** two (2) applications per year.
 - A 50% slow-release fertilizer high in Fe, Mn, Mag, will be applied at 1 lb. of N per 1,000 square feet.
3. **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package.
4. **Integrated Pest Management** will be two (2) times monthly and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Parks and Recreation Department Inspector authorization.
5. **Fire Ant Control** - as manufacturer directs to control Fire ants all year long.

Locations and Services Required-(PTS) Plants, Trees, Shrubs (RROW) Road Right of Way

SECTION 2 PUBLIC WORKS DEPARTMENT

- **Crosstown Parkway Right-of-Ways-** Village Parkway to US1 including on/off ramps and bridge slopes at I-95 and bridge slopes at Florida Turnpike, Right of Way to Right of Way.
- **Pond Areas (12 Ponds):**
 - Southeast corner of Crosstown Parkway at the I-95 bridge.
 - Janette Avenue and West of Congo.
 - Janette Avenue and East of Congo.
 - Janette Avenue @ Avila Street and North of Janette Avenue.
 - Janette Avenue @ Avila Street and South of Janette Avenue.
 - Southwest corner of Crosstown Parkway at the Turnpike Bridge.
 - Northeast corner of Crosstown Parkway and Bayshore Boulevard.
 - Southeast corner of Crosstown Parkway and Bayshore Boulevard.
 - Southeast corner of Crosstown Parkway and Hibiscus Street.
 - South of Crosstown Parkway and North of Fairway Avenue @ Irving Street.
 - Southeast corner of Crosstown Parkway and Floresta Drive.
 - Huffman Road and East of US 1.
- **Intersecting Streets Right-of-Ways:**
 - Juliet Avenue - Salvaterra Avenue to the east end of Juliet Avenue.
 - California Boulevard - North and South rights-of-way and medians to the end of medians.
 - Cashmere Boulevard - North and South rights-of-way and medians to the end of medians.
 - Cameo Boulevard – North and South concrete medians only.
 - Cameo Boulevard Storage Areas (North Area & South Area) – East of Cameo Blvd.
 - Cameo Boulevard Right-of-Ways - North and East rights-of-way to end of paved road and North Right-of-Way on Crosstown Parkway to the Florida Turnpike Bridge.
 - Sandia Drive - North and South rights-of-way and medians to the end of the medians.
 - Coral Reef Street – Coral Reef Pineapple Park.
- **Nearby Properties:**
 - Janette Avenue Vacant Parcel – North of Janette Avenue and West of Cameo Boulevard.
 - Janette Avenue Vacant Parcel - Janette Avenue @ Althea Street.
 - Janette Avenue Vacant Parcel – South of Janette Avenue and West of Cameo Boulevard.

- City of Port St Lucie Signs - Florida Turnpike Service Plaza, North and South of Crosstown Parkway Bridge, on the Florida Turnpike.
 - Dwyer Avenue Traffic Operations Facility – West of Biltmore Street and East of S Macedo Boulevard.
 - Crosstown Parkway Parcel 5 - West of Biltmore Street and East of S Macedo Boulevard and North of Crosstown Bridge.
 - Biltmore Street Traffic Compound: SW Biltmore Street at 1485, 1489, 1493, 1497.
 - Biltmore Street Vacant Parcel: West of Biltmore Street and East of S Macedo Boulevard and South of Crosstown Bridge (fenced vacant parcel).
- **Selvitz Region**
 - Selvitz Road Right-of-Ways and Median: Midway Road to Newark Lane and from Peachtree Blvd. to Alsace Avenue.
 - St. James Drive: North St Lucie sign area North of Scepter Drive to Canal (Westside of St. James Drive)
 - Selvitz Road/Bayshore Boulevard Roundabout and Right-of Ways.
 - Selvitz Road/Bayshore Boulevard Vacant Corner Parcels: NW, SE and SW Corners.
- **Green River Region**
 - Tiffany Avenue: Pump Station Site and across the street (inside and outside of fence).
 - Earl Boulevard: Between Grand Drive and Berkshire Boulevard: from Edge of Pavement to Canal on North and South sides.
 - Melaleuca Boulevard: Between Camden Street and Manor Avenue: From Edge of Pavement to Canal on North and South sides.
 - Melaleuca Boulevard @ Lennard Road (Median Only).
 - Melaleuca Boulevard: West of N Blackwell Drive: From Edge of Pavement to Canal (North and South sides).
 - Green River Parkway Signs: South of Walton Road to Martin County Line (Eastside– 5 locations).
 - S Blackwell Drive: Pump Station Site from Edge of Pavement to the Pump Station (inside and outside of fence).
- **US 1 Region**
 - US 1 (Medians Only): Huffman Road to Westmoreland Boulevard.
 - Village Green Drive Right-of-Ways and Medians: US1 to medians South of Walton Road.
 - Village Green Right-of-Ways Only: Walton Road to Tiffany Avenue from westside sidewalk to area behind eastside trees along lake, perimeter to be squared off.
 - Walton Road Right-of-Ways and Medians: US 1 to Village Green Drive.
 - Rainier Lakes Neighborhood Signs @ Rainier Road and Walton Road (2), Rainier Road and Lennard Road (2), Rushing Lane (1), Arenson Lane (1), and Belcrest Street (1).
 - Lennard Road Right-of-Ways and Medians: US 1 to Walton Road (includes area behind the tree line at NW corner @ Walton Road).
 - Jennings Road (Medians Only): US 1 to Lennard Road.
 - Tiffany Avenue Right-of-Ways and Medians: Lennard Road to US 1.
 - Longhorn Avenue Pond @ Lucca Street.
 - Hillmoor Drive Median and ROWs: From Lennard Road to Interlachen Drive (ROWs up to 12').
 - Hillmoor Drive (Concrete Median Only) @ Tiffany Avenue.
 - Hillmoor Drive and East of US 1 (North ROW Only)
 - Interlachen Drive (East ROW Only): Between Hillmoor Drive and Glen Ridge Drive (ROW up to 12').
 - Lyngate Drive Right-of-Ways and Medians: Lyngate Park to US 1 (blend into private property).

- Veterans Memorial Parkway Right-of-Ways and Medians: Port St Lucie Boulevard to US1.
 - Highpoint Drive Right-of-Ways: Veterans Memorial Parkway to North end of Highpoint Drive (includes Northside vacant parcel).
 - Morningside Boulevard Right-of-Ways and Medians: Lyngate Drive to Club Med (except open Wilderness Area @ corner of Morningside Boulevard and Cambridge Drive).
 - Morningside Boulevard Vacant Parcel (North of 3117 Morningside Boulevard).
 - Monte Vista Pond (entire pond area).
 - Holiday Road Pond @ Morningside Blvd.
 - Westmoreland Boulevard Right-of-Ways and Medians: Port St Lucie Boulevard to Bakersfield Street (including roundabouts and entry sign @ Bakersfield Street).
 - Westmoreland Boulevard Pond (East of Botanical Garden).
 - Pine Valley Street Right-of-Ways and Medians: Saints Golf Course to Club Med Entry Sign (Including vacant parcels on Eastside, North and South of Sunshine Ave).
- **Bayshore Region**
 - Prima Vista Boulevard Right-of-Ways and Medians: Airoso Boulevard to Bayshore Boulevard (including NE and SE Florida Turnpike Bridge slopes).
 - Bayshore Boulevard Pond: Southwest corner @ Prima Vista Boulevard (entire pond area).
 - Dorchester Street Pond: Southwest corner @ Prima Vista Boulevard (entire pond area)
 - Sandia Drive (Medians Only): Lakehurst Drive to Crosspoint Drive.
 - Lakehurst Drive (Medians Only): Airoso Boulevard to Prineville Street.
 - Floresta Drive Welcome Sign: North of Verada Avenue (Westside of Floresta Drive).
 - Floresta Drive Median: South of Prima Vista Boulevard.
 - Floresta Drive Welcome Sign: North of Prima Vista Boulevard (Eastside of Floresta Drive).
 - Degan Drive Pond: North of Fallon Drive.
 - Norcross Avenue Pond: West of Forgal Street.
 - Floresta Drive @ Seahouse Drive Cul-De-Sacs: East and West of Floresta Drive (landscaped islands).
 - Floresta Drive @ Whitmore Drive Cul-De-Sacs: East and West of Floresta Drive (landscaped islands).
 - Port St. Lucie Boulevard @ Floresta Drive Vacant Parcels: NE, NW, SW Corners.
 - Port St. Boulevard Right-of-Ways and Medians: Tunis Drive to US 1 (includes Florida Turnpike Bridge Slopes and swipe behind sidewalks at the Twin Bridges).
 - Port St. Lucie Boulevard @ Stargrass Street Dead End (entire turnout area).
 - Yale Street Medians: Port St Lucie Boulevard (1) and Darwin Boulevard (2).
 - Essex Drive Pond: West of Floresta Drive.
 - Seafury Lane Pond: North of Port St Lucie Boulevard.
 - Delano Road Ponds and Canal: North of Port St Lucie Boulevard (Canal) and South of Port St Lucie Boulevard on Bowen Way (Ponds).
 - Bayshore Boulevard Right-of-Ways and Medians: Glenwood Drive to Prima Vista Boulevard (includes Right-of-Way and Median North of Prima Vista to the end of westside curb).
 - Burman Lane Pond: North of Crescent Avenue.
 - Voltair Terrace Pond: East of Bayshore Boulevard.
 - Dwyer Avenue Pond: East of Bayshore Boulevard.
 - Airoso Boulevard Right-of-Ways and Medians: Port St Lucie Boulevard to St. James Drive.
 - Aires Lane Pond: North of Thornhill Drive.
 - Whitmore Drive Pond: South of Whitmore Drive.
 - Ray Avenue Pond: North of Ray Avenue.
 - Fatima Pond: North of Fatima Terrace.
 - Sagamore Terrace Pond: North of Sagamore Terrace.
 - St. James Pond: Southeast corner of St. James Drive and Airoso Blvd.
 - Bayshore Boulevard Park and Ride.

- Public Works Compound @ Thornhill Drive (entire area including fence line perimeter).
 - Southbend Boulevard Newspaper Vending Area.
 - Southbend Boulevard/Oakridge Street Roundabout (SE and SW corners).
- **St. Lucie West Region:**
 - St. Lucie West Boulevard Right-of-Ways and Medians: From I-95 Eastside of On/Off ramps @ Traffic Signal to Bayshore Boulevard (includes NW and SW Florida Turnpike Bridge slopes).
 - St. Lucie West Boulevard: Northeast Corner of Bethany Drive (includes landscaped area).
 - Cashmere Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
 - Cashmere Boulevard Right-of-Way Only: North of St Lucie West Boulevard and Eastside of Cashmere Blvd from Renaissance Charter School to Westgate K-8 School.
 - Cashmere Boulevard Roundabout NW area @ Peacock Boulevard (includes Keep PSL Beautiful Sign).
 - California Boulevard Right-of-Ways and Medians: North and South of St Lucie West Boulevard to end of medians.
 - Peacock Boulevard Right-of-Ways and Medians: St. Lucie West Boulevard to University Drive.
 - Business Center Drive (Median Only): West of Peacock Boulevard.
 - Heatherwood Boulevard (Medians Only): West of Cashmere Boulevard to end of medians.
 - **St. Lucie Roundabouts:**
 - California Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.
 - California Boulevard & University Boulevard Roundabout and Right-of-Ways.
 - California Boulevard & Country Club Drive Roundabout and Right-of-Ways.
 - California Boulevard & Torino Parkway Roundabout and Right-of-Ways.
 - Cashmere Boulevard & Torino Parkway Roundabout and Right-of-Ways.
 - Cashmere Boulevard & Peacock Boulevard Roundabout and Right-of-Ways.
 - **LTC Industrial Park**
 - LTC Parkway Right-of-Ways: Midway Road to Glades Cutoff Road.
 - Delcris Drive Right-of-Ways and Median: Glades Cutoff Road to LTC Parkway. Oak Trees only.
 - **GO Team Industrial Park**
 - Commerce Center Parkway (Medians Only): East of Glades Cutoff Road.
 - **Southern Grove Region**
 - Tradition Parkway Right-of-Ways and Median: I-95 to Westside of On/Off Ramps (includes On/Off Ramps and Right-of-Ways).
 - Village Parkway Right-of-Ways and Medians: Tradition Parkway to Becker Road (from 6' behind East Sidewalk to 6' behind West Sidewalk).
 - Village Parkway Right-of-Ways Only: Tradition Parkway to Becker Road (from 6' Beyond Back of East and West Sidewalks (to fence lines)
 - Discovery Way Right-of-Ways and Medians: Community Boulevard to Innovation Way.
 - Mackie Boulevard and Trade Center Drive (Loop Road) Right-of-Ways – East of Village Parkway and South of Discovery Way.
 - **Gatlin Region**
 - Gatlin Boulevard Right-of-Ways and Medians: I-95 to Port St Lucie Boulevard (Including Eastside On/Off Ramps and Right-of-Ways).

- Gatlin Boulevard Uplands South Side: Rosser Boulevard to Savona Boulevard (From roadway to south end of Right-of-Way).
 - Import Drive Pond: West of Import Drive.
 - Dallas Street Pond: North of Gatlin Boulevard and West of Dallas Street.
 - Rosser Boulevard Right-of-Ways and Medians – Gatlin Boulevard to Apricot Road.
 - Rosser Road Right-of-Ways: Paar Drive Curve (includes North and South Slope Areas).
 - Savona Boulevard/Abingdon Drive Roundabout.
 - Savona Boulevard/Abingdon Drive Vacant Parcels: NE, NW and SE corners.
- **Tulip/Darwin Region**
 - Tulip Boulevard: Behind Sidewalk, Landscape Beds, and Tree Line: Hale Street to Horseshoe Canal and North of Tulip Boulevard.
 - Darwin Boulevard/Tulip Boulevard/Belmont Circle Greenbelt/pond Landscape Beds.
 - Landale Boulevard Right-of-Ways and Medians: Darwin Boulevard to Bridgeport Drive
 - Landale Boulevard Tree Line/Beds Around Ponds: Darwin Boulevard to Bridgeport Drive.
 - Darwin Boulevard: From Sidewalk to Pond, from Tulip Boulevard to West end of Pond, West of Landale Boulevard.
 - Darwin Boulevard: From Sidewalk to Pond, from Belmont Circle (West) to West end of Pond.
 - Belmont Circle (West) Right-of-Ways: Darwin Boulevard to Bridgeport Drive behind Tree Line/Beds along Pond (Westside) and along Canal (Eastside).
 - Belmont Circle (East) Right-of-Way: Tulip Boulevard to Bridgeport Drive (East and West sides).
 - Bridgeport Drive Right-of-Ways: Landale Boulevard to East of Ronlea Court (North and South sides including behind tree line around South Pond and around entire North pond).
 - **Becker Region**
 - Becker Road Right-of-Ways and Medians: West of Village Parkway to East of Via Tesoro (up to the new median improvement).
 - Becker Road Tract: Southside of Becker Road from Eagle Street and west of Hallmark Street.
 - Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road South to SFWMD Right-of-Way (including landscaped beds East and West of Port St. Lucie Boulevard).
 - Port St. Lucie Boulevard Right-of-Ways and Median: Becker Road North to Yamata Drive.
 - Babylon Street Ponds (2), North and South of Becker Road – West of Babylon Street.
 - Eagle Street Pond: South of Becker Road - East of Eagle Street.
 - Hallmark Street Ponds (2): South of Becker Road – East of Hallmark Street.
 - Lackawanna Street Pond: South of Becker Road – East of Lackawanna Street.
 - Savona Boulevard Pond: South of Becker Road – South of Edinburgh Drive.
 - Rolfe Street Pond: South of Gatlin Blvd – West of Rolfe Street.
 - Port St. Lucie Boulevard Pond: South of Becker Road – West of Port St. Lucie Boulevard.
 - S Quick Circle Pond: South of Becker Road – West of S Quick Circle.
 - Bradbury Street Pond: North of Becker Road –East of Bradbury Street.
 - Kestor Drive Pond: South of Becker Road – West of Sea Lion Road.
 - Vacant Parcels (2) – North of Becker Road– Between Babylon Street and Cacao Street.
 - Southbend Boulevard Median and Westside Right-of-Way (Curb to Sidewalk): North of Becker Road to Rio Angelica (@ Southbend S-Curve)
 - Becker Road Sign: Becker Road – West of Gilson Road (Northside).

- PW Stormwater/Drainage Areas (WMT 1, WMT 2 and Drainage Right-of-Way)
- PSL Police Department Lot #23
- PW Lot #24
- All Turf and plantings within the entire Roadway network

SECTION 3–Mid Florida EVENT CENTER

- MID Florida Properties: 7,12,13,14,15,16, 17, 18, 19, 22, 31, 34, 37 Map (Attachment D)

Specific Duties for Section 2 and Section 3:-

1. **Fertilization of St Augustine** six (6) applications per year.
 - Granular applications will be two (2) times per year
 - Granular applications are to be a minimum of 50% Slow Release PSCU at a rate of 1.5 lbs. per 1,000 square feet.
 - Foliar (liquid) turf applications will be four (4) times per year.
 - Broadleaf weed control, insect control, fungus control to be done as needed to minimize loss of vigor and/or appearance. Complete fertilization with micro-nutrients will be applied in foliar application in a timely and seasonal manner.
2. **Palms, trees and shrubs** will be fertilized two (2) times per year. This fertilizer will be slow release, high in Mn, Mag., and a balanced micro and secondary nutrient package. St. Augustine 24-0-11 slow release, for shrubs/hardwoods 10-0-12, palms, Lesco 8-2-12. All 60% slow-release nitrogen.
3. **Integrated Pest Management** will be one (1) time per month and treatments will be made to insure the health and vigor of all plant material. Detailed monthly reports (City to supply sample of) per site will be submitted to the contract supervisor at the end of each month. Treatments to existing problem areas will be done in cooperation with the Department Inspector’s authorization. Pesticide and fertilizer quantities used will be included by sight in the monthly report by application date.
4. **Fire Ant Control** - as manufacturer directs to control Fire ants as needed during each service, except for Schedule 2 N/A.

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

Note: All fertilizer applications must adhere to BMP (Best Management Practices) as out-lined DEP manual for the Green Industry (see City Ordinance 14-10).

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

Precautions – The Contractor shall take all necessary precautions to avoid injury and/or contamination of persons and domestic animals. Precautions shall also be taken to avoid property damage.

Materials/chemicals - Materials utilized shall not stain, discolor, or in any way be detrimental to the surface to which they are applied.

I. Description of Required Services

a. 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 guaranteed analysis, and brought to each job site in the manufacturer'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.
 - 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. Herbicide applications: All referenced above is not applicable to Areas 2, 4 and 5 except for selective St. Augustine applications.

II. 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.

III. 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.
- a. 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.

b. 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.
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.

c. 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. All vehicles intended for use shall have appropriate traffic control safety devices

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
Bidders/Offerors’ Conference Location: City Hall, Building A 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 PMD, 3 rd Floor Suite 390 Attendance is: Non-Mandatory	N/A	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	September 27, 2022	5:00 p.m. ET
Responses to Written Questions	September 28, 2022	5:00 p.m. ET
Bids Due/Close Date and Time	October 4, 2022	3:00 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.

- 1.5. Official Issuing Officer (Procuring Agent)**
Name: Anibal Barreto, Procurement Agent I
Email: ABarreto@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

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.

1.7. **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. **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*

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. 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.

2.1.8. 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 Demand Star'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 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 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 Project Manager shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Project Managers 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 Liability, 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 #20210038R2 Application of Chemicals & Fertilizer & IPM Services on Roadways & Medians 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.

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 Insurance: Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance, in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for operations relating to the handling, storage, transportation, and application of hazardous materials. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. 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 the sum of \$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:

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 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 **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

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. Sample Contract (Attached)
- B. Excel Spreadsheets A & B (Mandatory)
- C. Other Mandatory Documents- Must be uploaded to DemandStar:
 - Contractor’s General Information Worksheet/ Questionnaire
 - Code 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
- D. Map of MIDFlorida Properties – Section 2 Service Area #5

**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.