



City of Port St. Lucie
Electronic Bid (“eBid”)

Event Name: Mowing & Trimming Services at City Park Lands
eBid (Event) Number: 20230107

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 & Trimming Services at City Park Lands** 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 desires to obtain proposals from qualified individuals, firms, and legal entities to enter into a fixed price contract relative to supplying Mowing & Trimming Services at City Park Lands. Future parks may be added at a mutually agreed upon price for each new location. Contract period shall be for an initial three (3) year period with an option to renew for two (2) additional one (1) year periods contingent upon satisfactory service and mutual agreement of the parties.

This contract allows for a CPI-U index increase/decrease as per Section V of the Sample Contract. See link provided below.

<https://data.bls.gov/timeseries/CUUR0000SEHP02>

1.3.1. Scope of Work

Work to be performed by the Contractor under this section includes furnishing all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform the grounds maintenance of the areas specified by the City's Project Managers.

The Contractor will make every reasonable effort to leave the area in an aesthetically pleasing condition.

The Contractor's responsibilities will include, but is not limited to, mowing and grounds maintenance, pruning/hedging all plants so as to remove all dead or diseased, and all parts of plants which present a visual hazard or physical obstacle to the use of traffic way(s); keep litter/debris removed from the required areas listed herein; and weeding/herbicide weed control, at all, and any other future locations as requested by the City.

Locations that have sidewalks, tree wells or planter beds will be edged and blown during each mowing cycle to include either mechanical and/or herbicide treatment to control/remove weeds/invasive plants. Contractor will be held responsible for any plants/trees inadvertently killed during herbicide treatments in designated planter beds/tree wells, and at no cost to the City. Turf grass weed control will not be included in this contract. All other required licenses for herbicide treatment of planter beds/tree wells, sidewalk expansion joints, pavers, fence lines will apply. No indicator dye will be used on non-permeable surfacing. All designated planters/beds will be trimmed/hedged minimum of 12 times annually and pruning of trees/plants up to 12' in height and less will be included. No IPM or fertilizer applications will be included in this contract for Turf/grass areas.

Locations identified as designated parking lots, walkways may experience higher than normal debris during the year, contractor will be expected to blow and remove debris from hard surfacing and take to an approved landfill for proper disposal. The City reserves the right to add or delete locations as the City grows and changes.

The Project Manager will furnish maps of all locations. Designated area maps can be found in Attachment A. 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. Frequency of Mowing & Trimming Services at City Park Lands are detailed on Schedule A. The actual frequency of services will be at the discretion of the City's Project Manager.

The following services shall be performed every service date:

- Mowing, trimming, weeding, edging, and cleanup of swales, landscape-berms, open space areas, easements, and right-of-way at each site.
- Sidewalks and similar hard surface areas having grass established along edges shall be machine blade edged.
- Planter and tree bed borders edged.
- Power string trimming in all areas.
- All walks, slabs and similar surface areas shall be blown clean (or hand swept) upon completion of each service.
- All trimmings shall be removed from site

1.3.2. Trash Removal

Prior to each mowing, any trash and/or debris on areas to be mowed shall be picked up by the Contractor and deposited in the nearest trash receptacle or removed from the site. Mowing such materials is not acceptable. If no receptacle is available at that site Contractor must take trash and/or debris to the nearest park site with an available receptacle.

At all locations the Contractor will be responsible to inspect and remove all trash 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 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.

1.3.3. Grass Uniformity

Grass in specified areas shall be uniformly cut to achieve a height of not less than 3" or more than 4" at all locations. Project Manager will advise when/if cutting height(s) must be altered. It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Contractor will take all precautionary measures to keep grass clippings/debris from entering all mulch areas, planter beds, and tree wells. 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.

1.3.4. Trimming

Trimming shall be performed in conjunction with each mowing. Trimming shall be done around buildings, fences, walls, posts, poles, boxes, trees, planting beds, lots, driveways, and other similar areas. Trimming shall be done in a manner that will provide a uniform finished appearance. The use of a chemical herbicide such as Roundup® is permitted provided it is applied per approval of the Project Manager for specified areas, and the appropriate Florida license/certification is possessed by the Contractor or his/her employees. Work shall be completed in a professional manner.

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 moved by the Contractor at the discretion of the Project Manager before work continues.

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

1.3.5. Damages

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.

Contractor will be responsible for all Chemical Spill Clean-Up and removal at Contractor's expense.

1.3.6. Reporting

The Contractor shall deliver bi-weekly reports 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.

1.3.7. Frequency of Service

- 1.3.7.1. Weekly** - The following locations shall be serviced weekly during the contract on Wednesday, Thursday and/or Friday beginning October 1, 2024 through the last week of November in order to prepare them for weekend public use and reservation uses that are frequent. Notice is given that work on the specified days is important as weekend usage of these Lands will deter being able to perform services that could injure users. Work at these locations must be done between the hours of 7:00 am and 5:00 pm.

Locations	Address	Map Location	# of Total Acres	# of Service Acres	# of Mows per Year
Apache Park	1449 Apache Ave.	1	13.9	13.9	42
C-24 Canal Park	500 SE Oakridge Dr.	3	9	8	42
Charles E. Ray Park	5626 NW Manville Dr.	4	8.7	8.7	42
Duck Court Park	452 SW Rad Ct.	N/A	0.89	0.89	42
Fred Cook Park	400 SE Glenwood Ave.	9	5.5	5	42
Girl Scout Friendship Park	315 NW Heather St.	10	8.4	8.3	42
Jaycee Park	1301 SW Bayshore Blvd.	14	6.2	4.5	42
Kiwanis Park	1320 SE Floresta Dr.	16	3.8	3.5	42
Oak Hammock Park*	1982 SW Villanova Rd.	28	48.7	2.7	42
PSL Elks Lodge Park	2264 SE Blackwell Dr.	30	3.5	3.5	42
River Place Park	690 NE Bayou Country Rd.	32	7.75	3.5	42
Rotary Park**	2101 SE Tiffany Ave.	33	8.5	8.5	42
Turtle Run Park	1945 SW Cameo Blvd.	43	10	8	42
Whitmore Park	474 SE Whitmore Dr.	48	4.4	4	42
Woodlands Trail Park	1485 SW Calmar Ave.	51	13	12	42

*Oak Hammock Park – Partially developed park with open space located a Villanova Rd. Exterior of park on Leafy Rd. & Ruiz Terr. 200ft X 50ft (10,000 sq. ft) as also part of this park.

**Rotary Park - Developed site. The rear section of this site has very thick grass that grows much faster than the rest of the park and other locations. Due to this growth a heavy-duty mulching type unit is recommended for use. When excessive cuttings are noticed it will be the Contractor's responsibility to re-cut and/or remove the cuttings as directed as part of the contract at the regular proposal price. The rear entrance gate is to be mowed to the swale on both sides.

1.3.7.2. Bi-Weekly - The following locations shall be serviced twice monthly during the contract period on any day(s) between Monday and Friday. These locations do not have facilities for scheduled public use. Work must be done between the hours of 7:00 am and 6:00 pm.

Locations	Address	Map Location	# of Total Acres	# of Service Acres	# of Mows per Year
Doat Street Park*	425 SE Doat St.	8	2.4	2.4	24
Harborview Park	624 SE Harborview Dr.	12	4.8	4.8	24
O.L. Peacock Park**	1950 SW Dreyfuss Blvd.	27	100	13.7	24
Sandpiper Bay Park	1878 SE Westmoreland Blvd.	34	11.5	3.75	24
SW Cycle Street	3073 SE Bur St.	N/A	15.69	15.69	24
Wilderness Park***	2701 SE Westmoreland Blvd.	49	85	65.29	34
Woodstork Trail****	1957 SE Hillmoor Dr.	52	56.4	33	24

*Doat Street Park - This park is an undeveloped site with a pond. Port St. Lucie - Section #13 (Map 44/045)

- **O.L. Peacock Park - This park is an undeveloped open space lake area.
 - Twice per month mowing and trimming or approved chemical treating of fence line. Twice a month mowing with trimming "along fence lines ONLY" and will periodically chemical treat fence line upon request and approval of the Contract Supervisor. Areas of mowing: 1) Northern open space area from lake edge to roadway. 2) Berm area western from open space towards I-95 ending at the existing woods line. 3) Eastern berm from north to south end lake from fence line to native growth at edge of lake.
 - City will provide lock combination for access, or contractor directed to supply own locks for "double locking with City's lock".
- ***Wilderness Park - This is an undeveloped area with open space approximately 39.8 acres. To be serviced thirty-four (34) times a year on any day(s) between Monday and Friday. Frequency from May – September at 4 times per month.
- ****Woodstork Trail - Twice per month mowing with trimming & edging once per month. Underdeveloped area with 15.1 acres open space natural trail with accessible sidewalks located between Tiffany Ave. & Hillmoor Dr. The west side of the lake approximate length is 478 ft from the corner of Hillmoor Drive to the Bridge is to be mowed.
 - Port St Lucie-Section 50- Tract G (7.80 AC) (MAP 44/01N)
 - Port St Lucie-Section 50- Tract G-1 (9.89 AC) (MAP 44/01N)
 - Port St Lucie-Section 50- Tract G-2 (24.68 AC) (MAP 44/01N)
 - Port St Lucie-Section 50- Tract G-3 (14.12 AC) (MAP 44/01N)
 - East Lake Village (PB 43-26) Tract GW1 (Greenway Tract) (7.09 AC) (as per plat dedication dated 11-26-03)

1.3.8. Equipment

Contractor's equipment shall have cutting blades maintained in optimal condition to ensure that grass is evenly cut and that a "tearing" effect and/or other damage that would negatively affect growth or health of grass is avoided.

Mowers - all mowers must be equipped with enclosed mulching decks and blades.

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.

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.

1.3.8.1. Equipment Storage - The Contractor shall be responsible for to ensure that all equipment and supplies shall not be stored on City property without written permission from the Project Manager.

1.3.9. Inspections

During the contract period, the Project Manager, Operations Supervisor, or their designee, shall continually inspect 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 two (2) days after notification to be eligible for payment for that week's service.

Contractor will use treatments for weed and growth control as approved by Project Manager.

1.3.10. Limitations of Operations

No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

The Contractor shall prevent damage and preserve 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.

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 to the City as outlined in this eBid. 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
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	March 13, 2024	5:00 p.m. ET
Responses to Written Questions	March 18, 2024	5:00 p.m. ET
Bids Due/Close Date and Time	March 28, 2024	3:00 p.m. ET

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: Nadia Tourjee

Email: NTourjee@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 buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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) years with two (2), one (1) 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.

1.8.1 Hours of Service

The standard hours of work allowed in the City’s rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City’s rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

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 1.6 – “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 1.5 – “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 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 of 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 (7) 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 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 [section 287.133, Florida Statutes](#), 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, it 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 it, or an error or ambiguity that reasonably should have been known to it, it 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 6.8 – "Public Award Announcement," 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. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, or corporation without the written consent of the City.

Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by City. If the City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, the City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will

be deemed acceptable to City subject to revocation of such acceptance after the effective date of the contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the 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. 35.15](#). By submitting a response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

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, 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 NOT to 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, Florida Statutes](#) for all updates before requesting exceptions from 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, 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 – "Submittal Instructions," 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 Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6). 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 formats: 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 (See section 1.6) 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 Cost Worksheet - 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 (See section 1.6).

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 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. Indemnification/Hold Harmless

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

3.2. 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 and 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 and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation and Employers' Liability, 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 shall be listed as additional insured and shall include Contract #20230107 Mowing & Trimming Services at City Park Lands."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage 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. Business 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. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.
7. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. 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.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, listing the City as an Additional Insured without the language "when required by written contract." If Contractor, any independent contractors, or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor, independent contractor, or 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 is not obligated, 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.

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

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.

3.3. 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 **\$1,000.00** 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 ten (10) business days after the eBid Due Date as reflected above in Section 1.4 – "Schedule of Events." The Responding Contractor's bid may 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:

Nadia Tourjee
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.

3.3.1 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 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.

3.4 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 the items described in this section are service levels and/or terms and conditions 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 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.
4. Provide a complete Equipment List that will be used on this project.
5. Provide a Project Management Plan to include all personnel to be assigned to this contract.

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 Contractors understand 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.

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 6.8 – "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer (See section 1.6) to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

6.2. Best Value Analysis:

The following criteria will be used to select the bid that will provide the best value to the City:

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- The bidder's past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.

- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Ordinance Section 35.12, Local Preference in Purchasing or Contracting.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the bidder may be able to provide the city.

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the bidder.

6.3. 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.

6.4. 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.

6.5. 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 – "Evaluating Bid Factors," 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.

6.6. Local Preference in Purchasing or Contracting (Sec. 35.14)*

Except where otherwise provided by federal or state law, 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 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.

*** Please review (Sec. 35.14) for the full governing ordinance**

6.7. 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 the Contractor's name, bid number, and item number. Failure of the 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.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The 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 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

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 can be downloaded from [DemandStar and found in Attachment C – Sample Contract, to this eBid](#). 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](#) and attached Sample Contract 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 (See section 1.6) 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 thereto), 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 the Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment, the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (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 forty-eight (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 make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

9. List of eBid Attachments

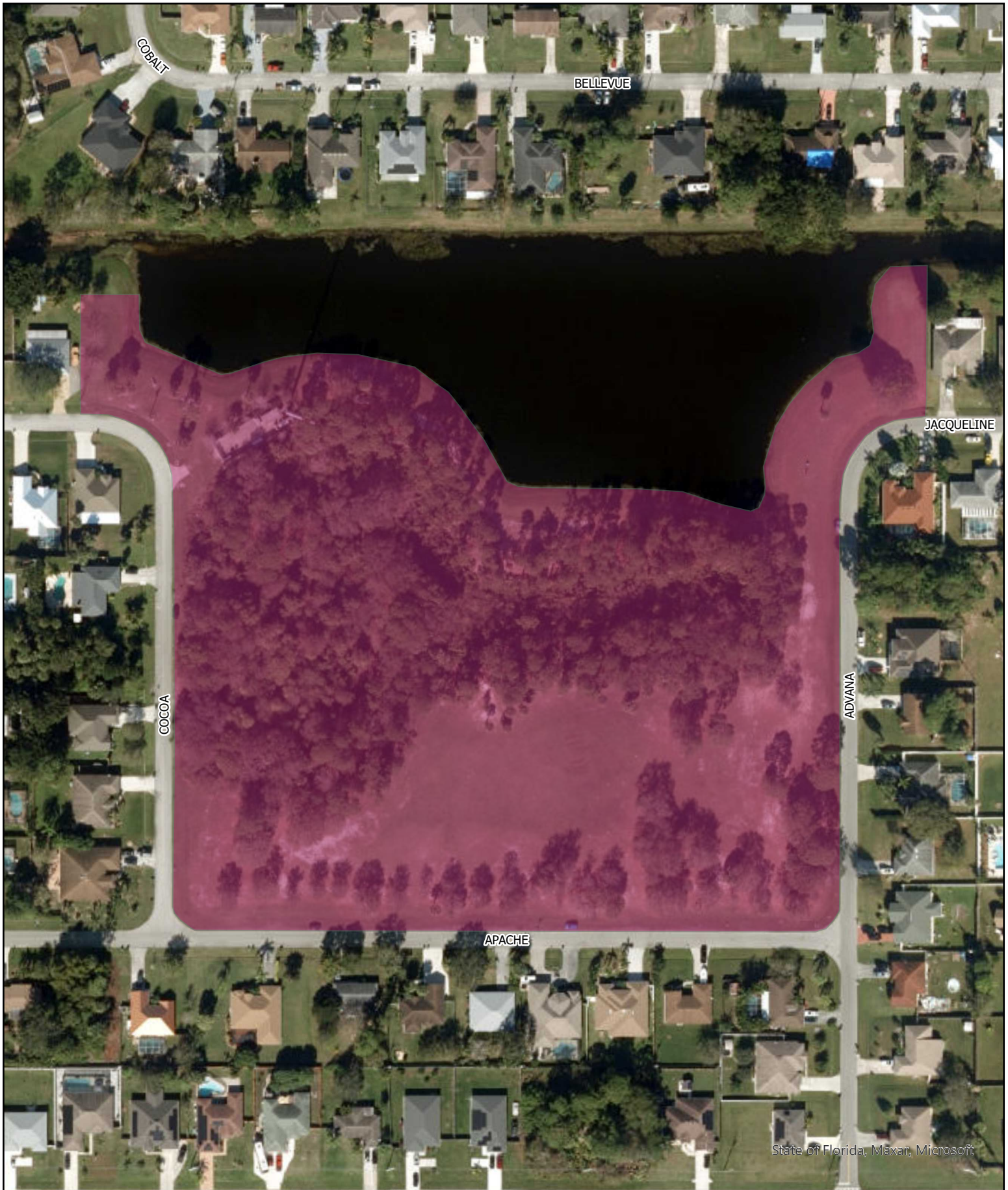
The following documents make up this eBid. Please see Section 2.2.2 – “eBid Review,” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer (See section 1.6).

- ❖ E-Bid Document (this document)

Attachments:

- A. Location Maps
- B. Cost Worksheet - Schedule A from Section 5 of this eBid - Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
- C. Sample Contract (Attached)
- D. Mandatory Documents - Must be uploaded to DemandStar as **File #2**:
 - Contractor’s General Information Worksheet/Questionnaire
 - Code of Silence and Communication Document from Section 1.2 of this eBid
 - Contractor’s Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form

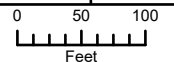
**Any documents indicated in Section 4.3 – “Mandatory Requirements,” of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.



APACHE PARK
 1449 SW Apache Ave.

Map Location 1

Date: 11/21/2023
 Page: 1 of 24
 Tech: rtaylor
 MIS GIS #: 0474





OAKRIDGE

HEMSING

APPLEBY

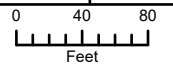
State of Florida, Maxar, Microsoft



C-24 CANAL PARK
500 SE Oakridge Dr.

Map Location 3

Date: 11/21/2023
Page: 3 of 24
Tech: rtaylor
MIS GIS #: 0474





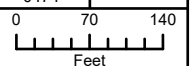
State of Florida, Maxar, Microsoft



CHARLES E RAY PARK
5626 NW Manville Dr.

Map Location 4

Date: 11/21/2023
Page: 4 of 24
Tech: rtaylor
MIS GIS #: 0474



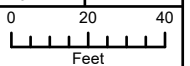


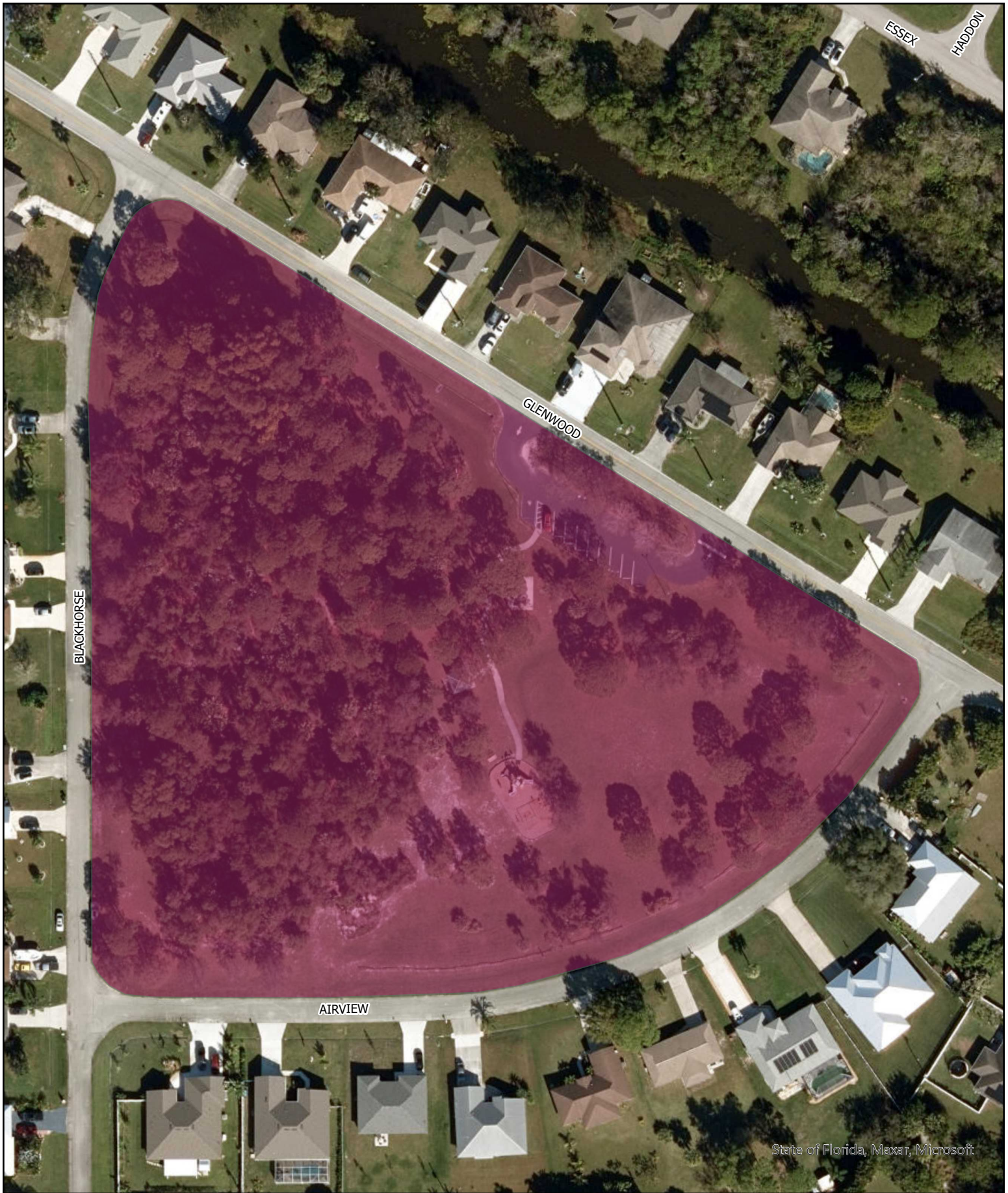
State of Florida, Maxar, Microsoft



DUCK COURT
452 SW Rad Ct.

Date: 11/21/2023
Page: 6 of 24
Tech: rtaylor
MIS GIS #: 0474





ESSEX
HADDON

GLENWOOD

BLACKHORSE

AIRVIEW

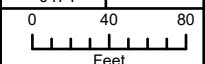
State of Florida, Maxar, Microsoft

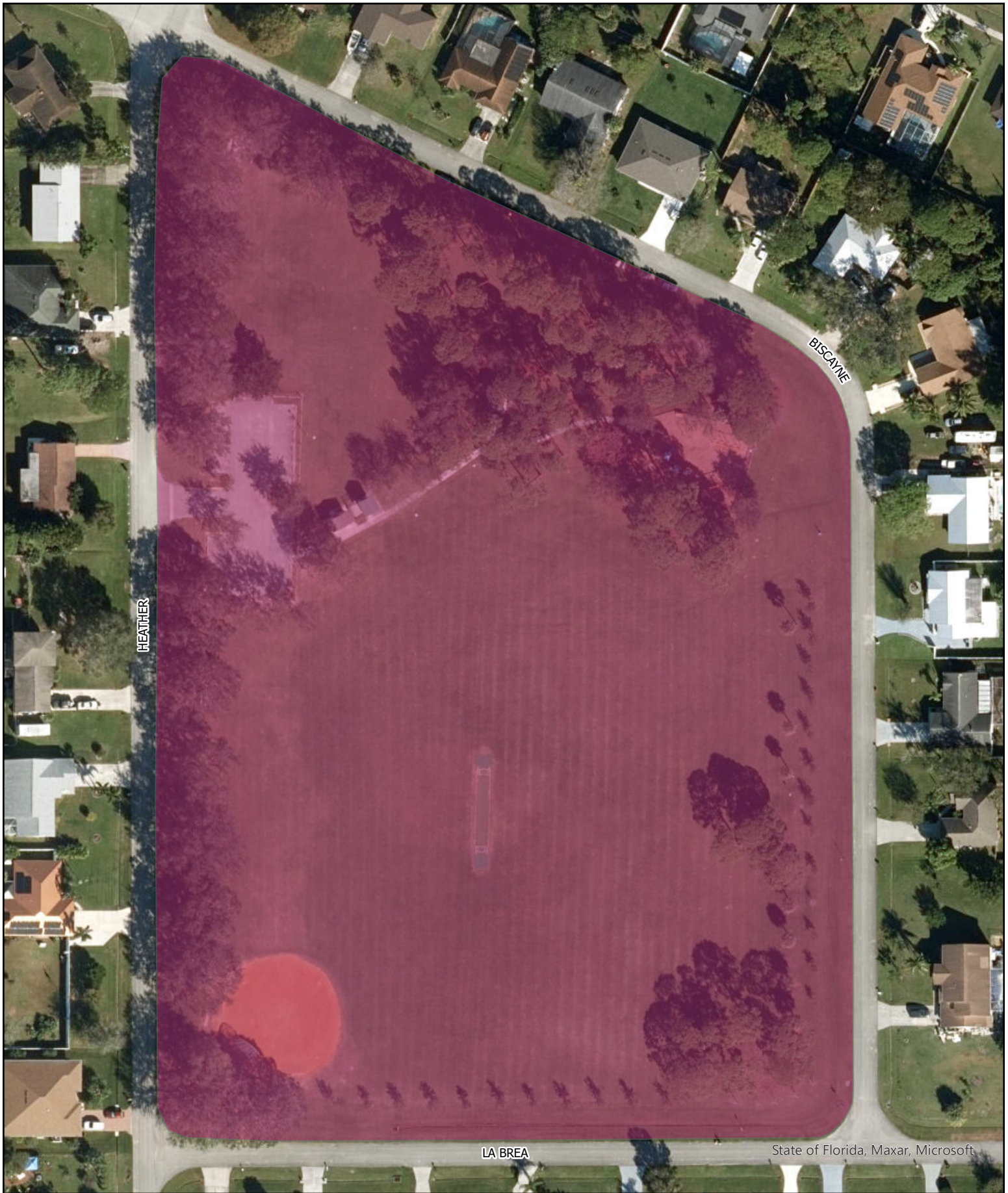


FRED COOK PARK
400 SE Glenwood Ave.

Map Location 9

Date:	11/21/2023
Page:	8 of 24
Tech:	rtaylor
MIS GIS #:	0474





HEATHER

BISCAYNE

LA BREA

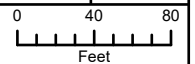
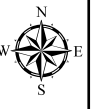
State of Florida, Maxar, Microsoft

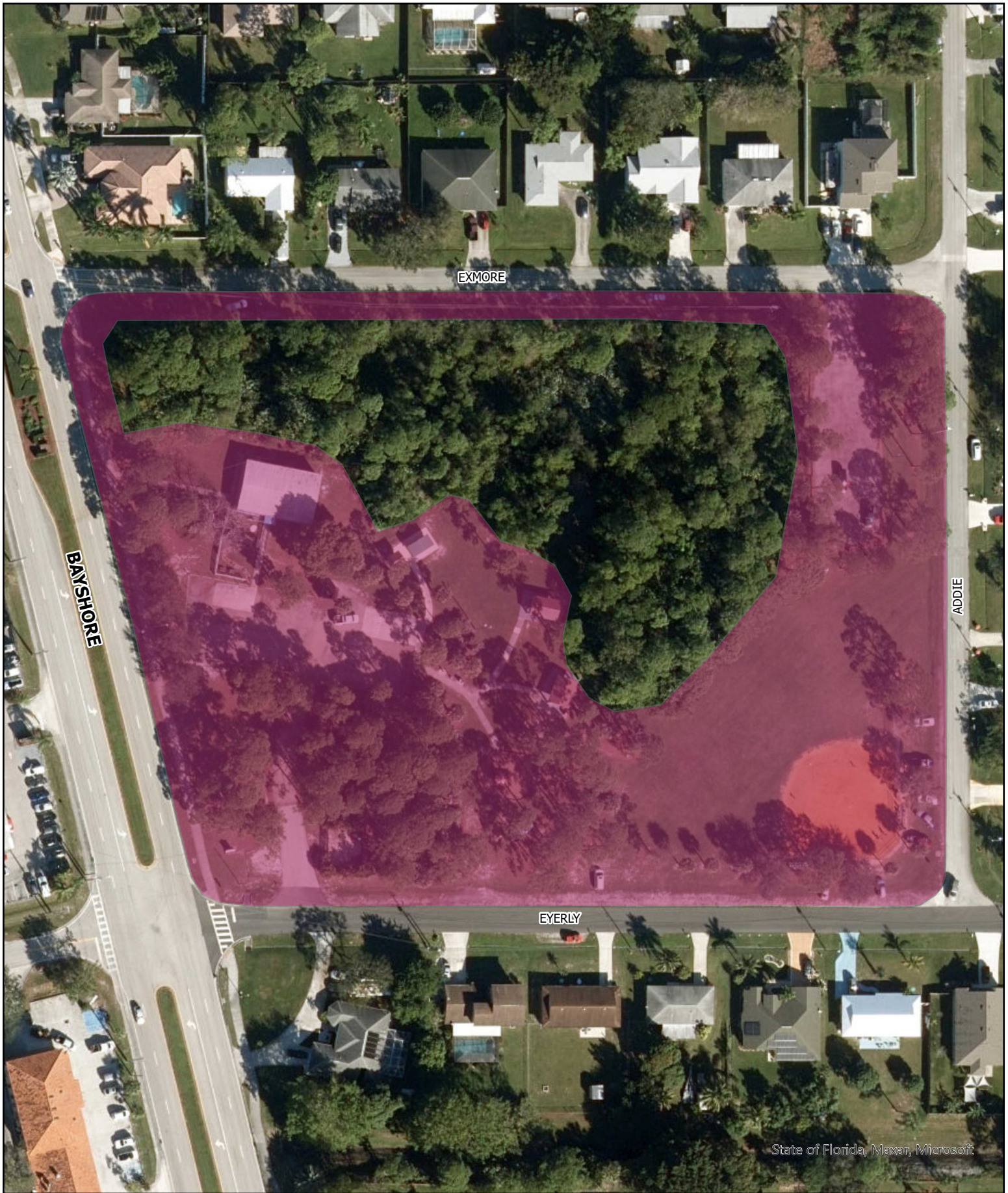
GIRL SCOUT FRIENDSHIP PARK
 315 NW Heather St.

Map Location 10



Date: 11/21/2023
 Page: 9 of 24
 Tech: rtaylor
 MIS GIS #: 0474





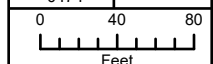
State of Florida, Maxar, Microsoft

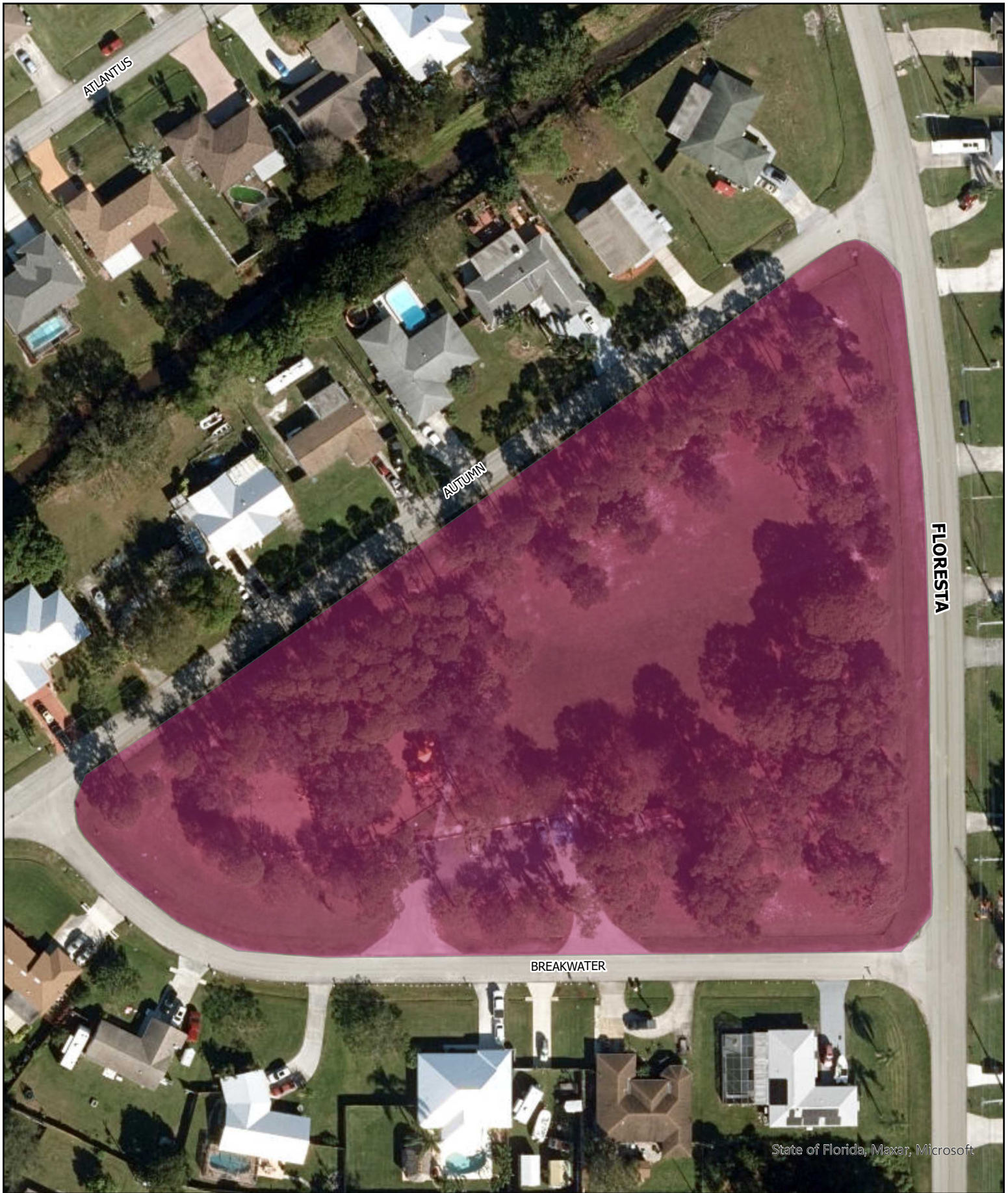


JAYCEE PARK
1301 SW Bayshore Blvd.

Map Location 14

Date:	11/21/2023
Page:	11 of 24
Tech:	rtaylor
MIS GIS #:	0474





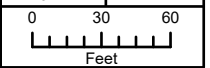
State of Florida, Maxar, Microsoft



KIWANIS
1320 SE Floresta Dr.

Map Location 16

Date:	11/21/2023
Page:	12 of 24
Tech:	rtaylor
MIS GIS #:	0474





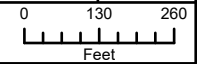
State of Florida, Maxar



OAK HAMMOCK PARK
 1982 SW Villanova Rd.

Map Location 28

Date: 11/21/2023
 Page: 14 of 24
 Tech: rtaylor
 MIS GIS #: 0474





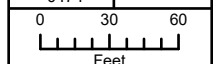
State of Florida, Maxar, Microsoft

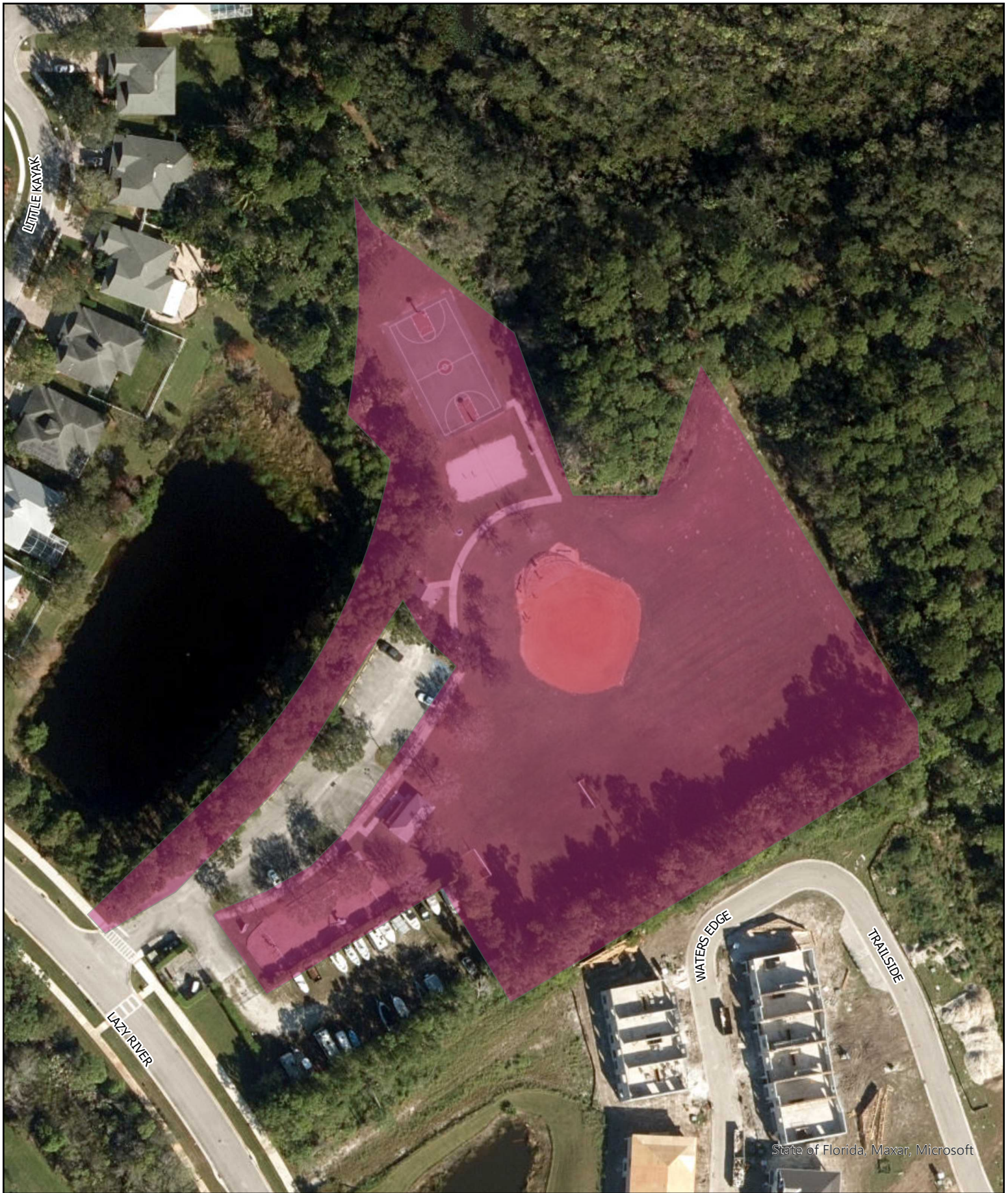


ELKS LODGE PARK
 2264 SE West Blackwell Dr.

Map Location 30

Date: 11/21/2023
 Page: 7 of 24
 Tech: rtaylor
 MIS GIS #: 0474

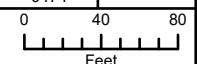




RIVER PLACE PARK
690 NW Bayou Country Rd.

Map Location 32

Date: 11/21/2023
Page: 15 of 24
Tech: rtaylor
MIS GIS #: 0474





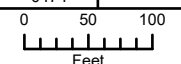
State of Florida, Maxar, Microsoft

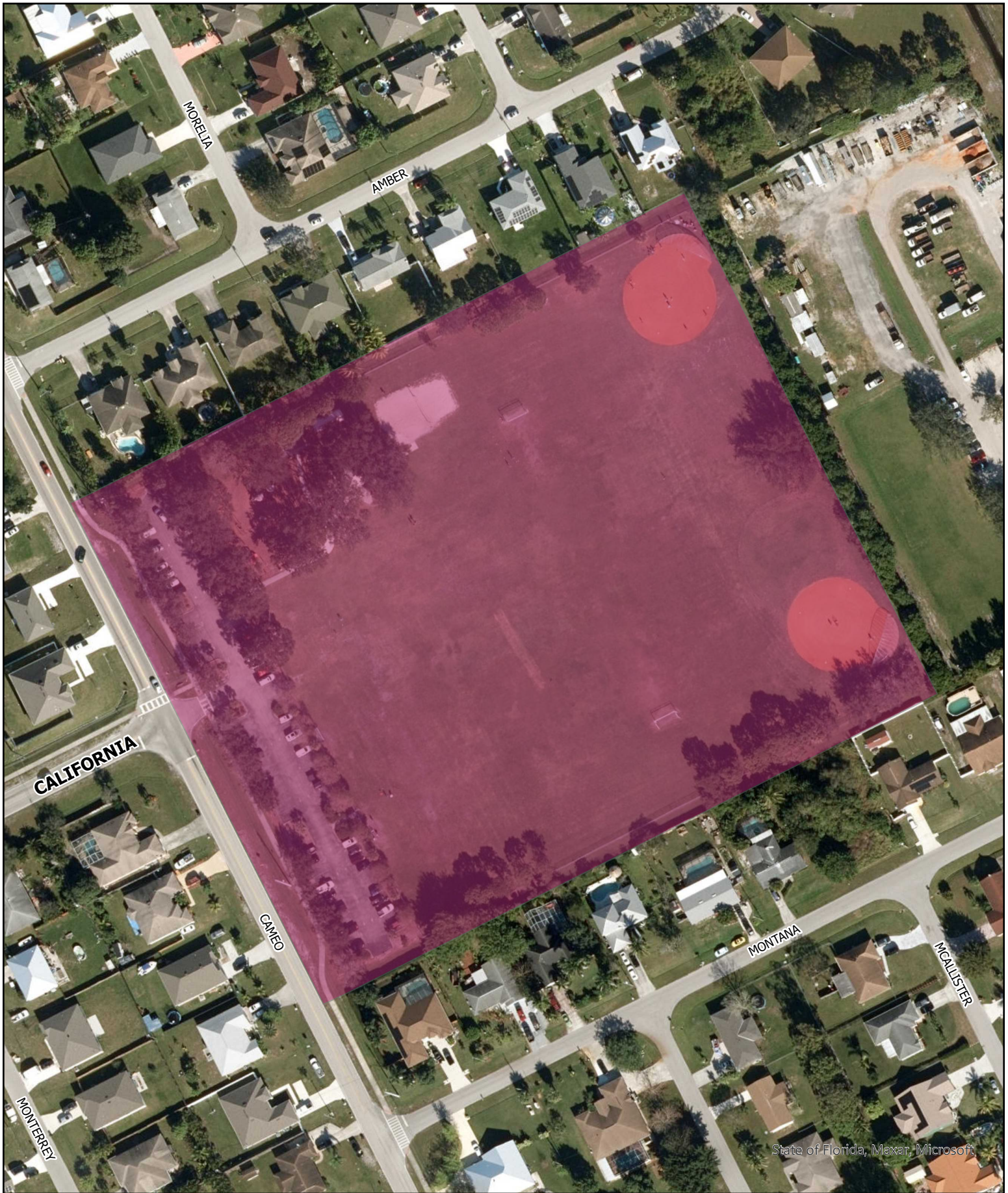


ROTARY PARK
2101 SE Tiffany Ave.

Map Location 33

Date: 11/21/2023
Page: 16 of 24
Tech: rtaylor
MIS GIS #: 0474





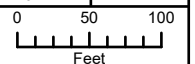
State of Florida, Maxar, Microsoft



TURTLE RUN PARK
 1945 SW Cameo Blvd.

Map Location 43

Date: 11/21/2023
 Page: 19 of 24
 Tech: rtaylor
 MIS GIS #: 0474





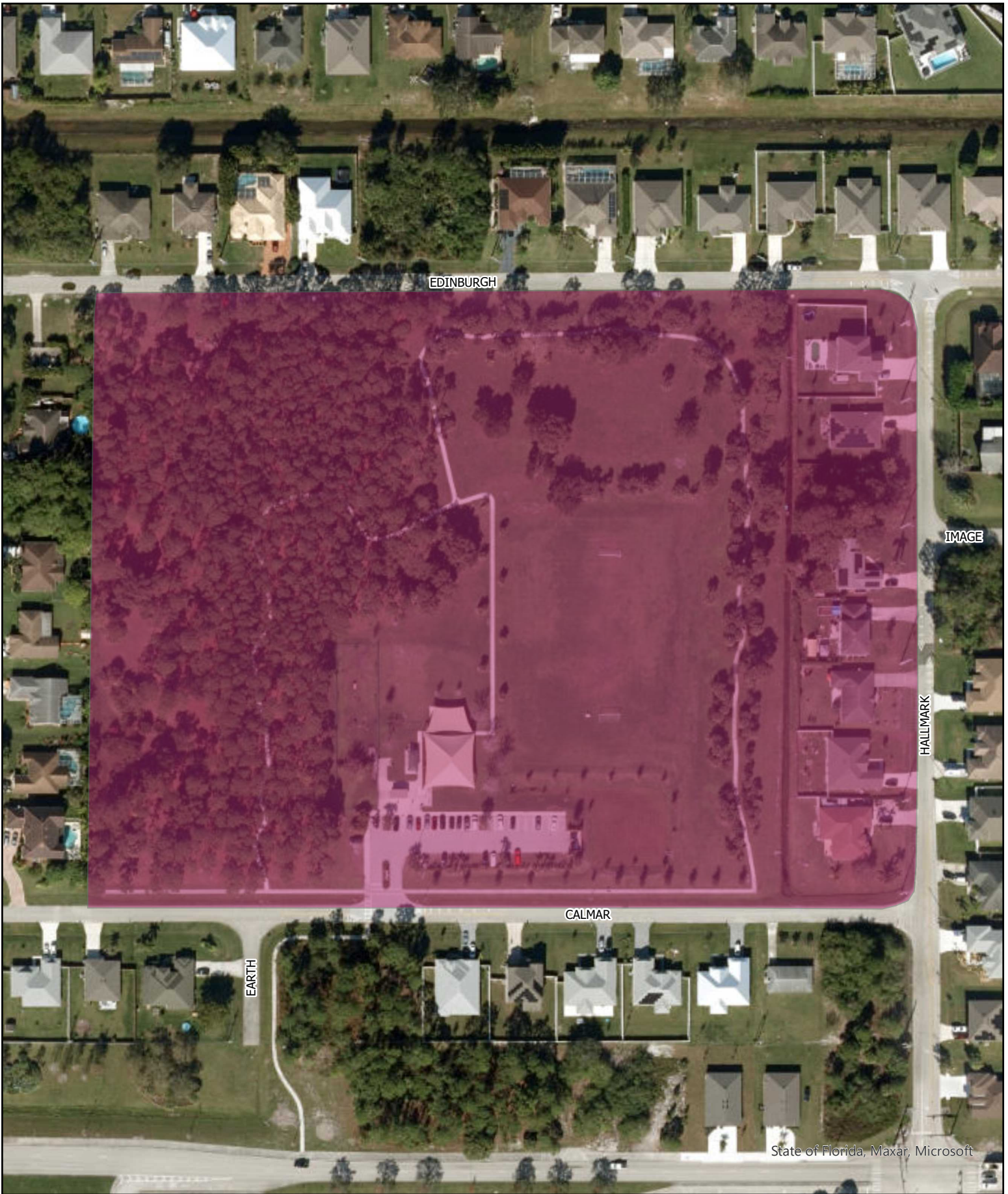
State of Florida, Maxar, Microsoft



WHITMORE PARK
474 SE Whitmore Dr.

Map Location 48

Date:	11/21/2023
Page:	20 of 24
Tech:	rtaylor
MIS GIS #:	0474



EDINBURGH

IMAGE

HALLMARK

CALMAR

EARTH

State of Florida, Maxar, Microsoft



WOODLAND TRAILS PARK
1485 SW Calmar Ave.

Map Location 51

Date:	11/21/2023
Page:	23 of 24
Tech:	rtaylor
MIS GIS #:	0474



State of Florida, Maxar, Microsoft



DOAT STREET PARK
425 SE Doat St.

Map Location 8

Date: 11/21/2023
Page: 5 of 24
Tech: rtaylor
MIS GIS #: 0474





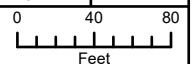
State of Florida, Maxar, Microsoft



HARBORVIEW PARK
624 SE Harborview Dr.

Map Location 12

Date: 11/21/2023
Page: 10 of 24
Tech: rtaylor
MIS GIS #: 0474





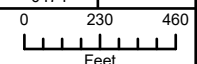
State of Florida, Maxar



O.L. PEACOCK SR PARK / LAKE
 1950 SW Dreyfuss Blvd.

Map Location 27

Date: 11/21/2023
 Page: 13 of 24
 Tech: rtaylor
 MIS GIS #: 0474



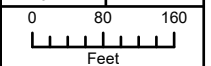


State of Florida, Maxar, Microsoft

SANDPIPER BAY PARK
 1878 SE Westmoreland Blvd.

Map Location 34

Date: 11/21/2023
 Page: 17 of 24
 Tech: rtaylor
 MIS GIS #: 0474



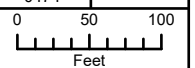


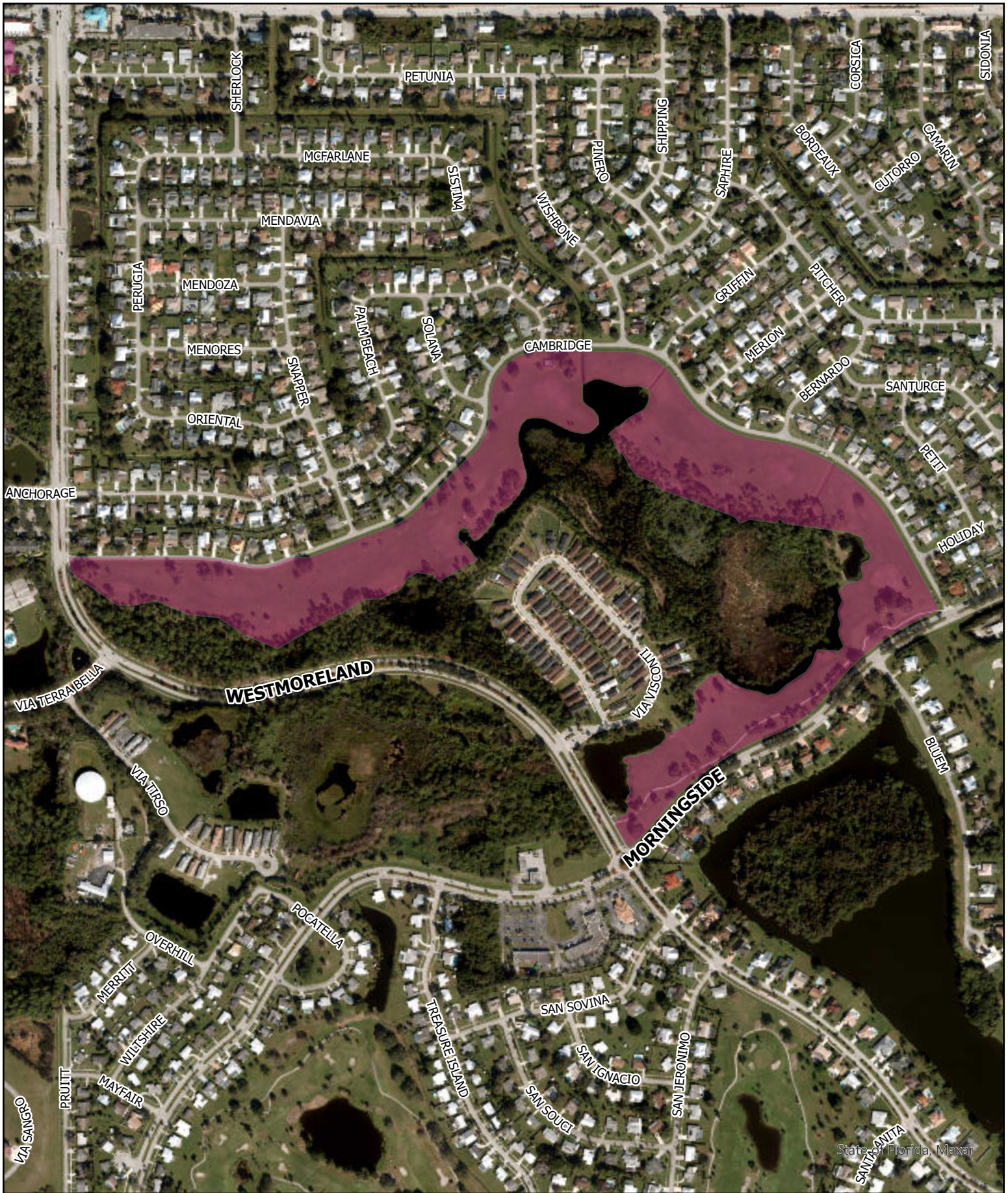
State of Florida, Maxar, Microsoft



SW CYCLE
3073 SE Bur St.

Date: 11/21/2023
 Page: 18 of 24
 Tech: rtaylor
 MIS GIS #: 0474





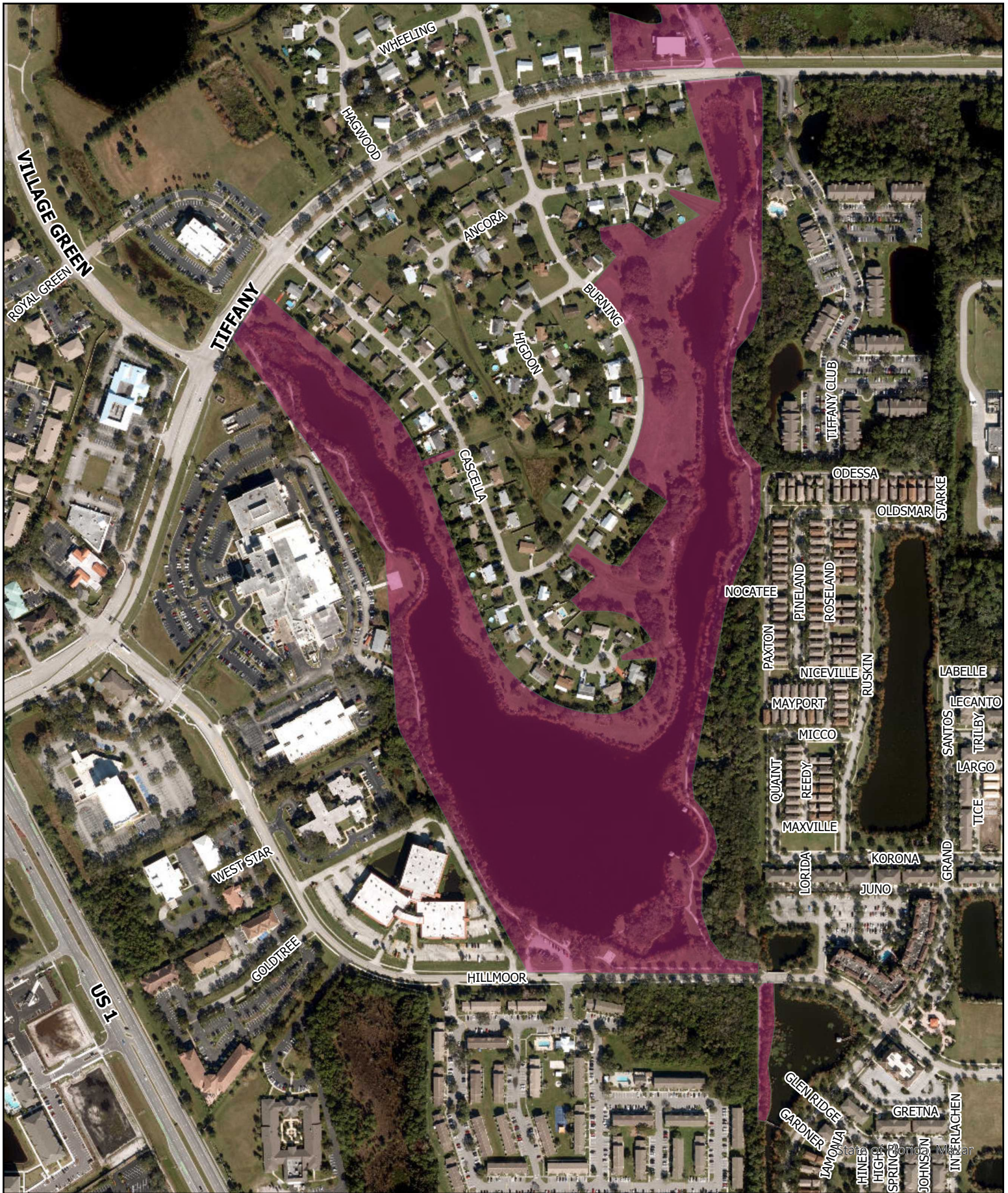
WILDERNESS PARK
2701 SE Westmoreland Blvd.

Map Location 49



Date:	11/21/2023
Page:	21 of 24
Tech:	rtaylor
MIS GIS #:	0474

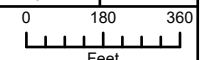
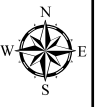
0	240	480
Feet		



WOODSTORK TRAIL
1957 SE Hillmoor Dr.

Map Location 52

Date: 11/21/2023
Page: 24 of 24
Tech: rtaylor
MIS GIS #: 0474



List of Parks & Facilities 2024



Featured Photo: Construction at Pioneer Park at The Port



**Parks & Recreation
List of Parks & Facilities
2024**

(T) Denotes facilities equipped with Thorguard Lightning “Prediction Systems”

1. **Apache Park** – 1449 SW Apache Avenue, 34953, (Section 8, Tract 8), Parcel ID 342053500020006, 13.9 acres; Est. 2009
 - Open 8 a.m. to sunsetUnmanned
 - Two trash cans, two benches
 - No electric and no water
 - No restrooms

2. **Botanical Gardens** - 2410 S.E. Westmoreland Boulevard, 34952, Phone: 772-337-1959; 20.19 acres; Est. 2010
 - Open Sunday, noon to 5 p.m., Tuesday through Saturday, 9 a.m. to 5 p.m. Monday – closed to the public.
 - Parking area
 - Multi-purpose building with gift shop and meeting/educational space
 - First phase of Gardens with walkways and native habitat
 - Pond with fountain, marsh stage and amphitheater
 - Open space grounds area for special events, weddings and other reservation activities
 - Public art situated throughout grounds and inside pavilion

3. **C-24 Canal Park**- 500 S.E. Oakridge Drive, 34984; 9 acres, Est. 2015
 - Approximately 9 acres
 - Unmanned/gated
 - Open from 7 a.m. to sunset daily
 - Four boat ramp lanes with direct river and ocean access
 - One large pavilion with 4 tables and two small pavilions with 2 tables' each. (Water and Electric at each pavilion) one small grill at each pavilion
 - Approximately 74 parking spaces for vehicles with trailers
 - Approximately 11 parking spaces for single vehicles
 - ADA Restrooms

4. **Charles E. Ray Park** - 5626 N.W. Manville Drive, 34983; 8.7 acres; Est. 2004
 - Open - 8 a.m. to sunset
 - Unmanned
 - Parking area
 - One covered basketball court with retractable goals that may be reserved for day use only electric on shop building. (may be reserved for basketball activities only)
 - One large 20' x 24' pavilion with 4 tables (No Electric or Water)
 - Two family 14-foot octagon pavilions with one 4-foot table and one small grill in each. (No Electric or Water)
 - Two tennis courts
 - Sand Volleyball Court
 - Ball field with backstop
 - Multi-use open area
 - Fenced playground with shade for ages 2-12 – new in 2021
 - ADA restrooms

5. **Community Center** - Parks & Recreation Administrative Offices - 2195 S.E. Airoso Boulevard, 34984; 4.9 acres; Est. 1999; Hours 8 a.m.- 8 p.m.
Information or reservations 772-878-2277
 - Community Fitness & Wellness Center 772-873-6432; Hours Monday - Friday 5:30 a.m. – 7:30 p.m. and Saturday and Sunday 8 a.m. - 12 p.m. noon
 - Banquet and other facility rooms for various reservation uses/shows

- Playground for ages 2-5 – new in 2020

6. Crosstown Plaza – 1199 S.E. Coral Reef Street, PSL, FL 34983; 2.0 acres; Est. 2020;

- Hours 8 a.m. to sunset.
- Unmanned
- Seating area
- Gazebo
- Boat dock with deck
- ADA canoe/kayak launch with deck
- Memorial brick pavers
- Pineapple sculptures, mosaic plaza, concrete path, and open green space
- Limited parking

7. Deacon Street Transit Station – 395 PV S.E. Deacon Ave., 34984

- OPEN to the public.
- No reservations available.
- No restrooms

8. Doat Street Park - 425 S.E. Doat Street, 34983; 2.4 acres; Est. 1984

- Open 8 a.m. to sunset
- Unmanned
- Two covered tables with open space and pond
- No electric or water
- No restrooms

9. Fred Cook Park - 400 S.E. Glenwood Avenue, 34984; 5.5 acres; Est. 1997

- Open 8 a.m. to sunset
- Unmanned
- Parking area
- One small 16'x16' pavilion with electric and water, two tables and one grill
- Playground for ages 2-12
- Open space area
- ADA restrooms

10. Girl Scout Friendship Park - 315 N.W. Heather Street, 34983; 8.4 acres; Est. 1992

- Open 8 a.m. to sunset
- Unmanned
- Parking area
- One small 15'x20' pavilion with water, two 8' tables and one grill
- Electric available on restroom building
- Cricket ball field
- Ball field with backstop and large open space grass area
- Fenced playground for ages 2-12
- ADA Unisex restroom

11. Gulf Stream Park - 210 N.E. Ardsley Drive, 34983; 8.5 acres; Est. 1988

- Open 8 a.m. to sunset
- Unmanned
- Open space with bench
- No electric or water available
- No restrooms

12. Harborview Park - 624 S.E. Harborview Drive, 34983; 4.8 acres; Est. 1983

- Open 8 a.m. to sunset
- Unmanned

- Open space area
- No electric or water available
- No restrooms

13. Ian T. Zook Park - 4648 N.W. Manville Drive, 34983; 3.5 acres; Est. 2000

- Open 8 a.m. to sunset
- Unmanned
- One 6' table, one 4' table and two 6' benches
- No electric or water available
- No restrooms

14. Jaycee Park & YMCA Branch - 1301 S.W. Bayshore Boulevard, 34983; 6.2 acres; Est. 1983

YMCA located in park.

- Open - 8 a.m. to sunset
- Unmanned
- Parking area
- Two 24'x16' pavilions with four 8' tables each, two small grills at one pavilion and one small grill at other. Both pavilions now have electric service available.
- No water is available
- One small baseball field with backstop
- Playground for ages 2-12
- ADA restrooms

15. Jessica Clinton Park (T) - 3200 S.E. Southbend Boulevard, 34984; Phone: 772-344-4150; 20 acres; Est. 2005. Home to Port St. Lucie Little League Softball League, PSL American Little League and Renegades Football League

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking area
- One large 30'x52' pavilion with electric, water, eight tables and one grill
- Two lighted ball fields
- Field one is 325' baseball/softball with 60' and 90' bases
- Field two is 225' baseball/softball 60' or 70' bases
- Two lighted tennis courts
- One lighted basketball court
- Fenced & lighted playground for ages 2-5 and 5-12
- Lighted ½ mile sidewalk/trail around perimeter
- Large 325'x425'-lighted multi-purpose turf field area for soccer/rugby/football
- Jessica Clinton Memorial Garden/plaza
- ADA restrooms
- Dogs permissible on a leash around outside perimeter sidewalk
- Fitness Station – new in 2018
- FREE Wi-Fi

16. Kiwanis Park - 1320 S.E. Floresta Drive, 34983; 3.8 acres; Est. 1984

- Open 8 a.m. to sunset
- Unmanned
- Parking area
- Two small 20'x13' pavilions with 6' tables - one pavilion on east side with lights, electric, water and one small grill
- Playground with multi-purpose play units for ages 2-12
- ADA Unisex restroom

17. Loyalty Park - 2805 S.E. Morningside Boulevard, 34952; 0.7 acres; Est. 1984

- Open 8 a.m. to sunset
- Unmanned
- Small open space area

- No electric or water available
- No restrooms
- General development corporation memorial

18. Lyngate Park & Dog Park (T) - 1301 S.E. Lyngate Drive, 34952, 772-335-0510; 16 acres; Est. 1979

Home of the American Little League

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking area
- Dog park that has separate fenced-in areas for large dogs & smaller dogs with shade structure and water fountain - new in 2013
- One large 36'x40' pavilion with lights, electric, water, two grills and eight 8' tables
- One smaller 24'x24' pavilion near playground with four 10' tables, one grill, and has lights and electric
- Two ball fields
- Field one is 200' baseball with 60' base
- Field two is 285' baseball/softball with lights and 60', 65' and 70' bases
- Two tennis courts with lights
- One basketball court with lights
- Four racquetball courts with lights
- ADA restrooms
- One recreational use sand volleyball court, day use only
- Large lighted playground for ages 2-12 and offers sensory play components - new in 2018

19. Mariposa Cane Slough Preserve - 2280 S.E. Mariposa Avenue, 34982; 19.75 acres; Est. 2011

- Open 8 a.m. to sunset
- Unmanned
- Walking trail
- Nature observation
- Dogs permitted on a leash
- No water or electric available
- No restrooms

20. Mary Ann Cernuto Park/Plaza - 2060 S.E. Grand Drive, 34952; .88 acres; Est. 2007

- Unmanned
- Open 8 a.m. to sunset
- Parking area
- Plaza area of East Lake Village, CRA District east of U.S. 1
- Covered pavilion - no tables or grill
- Open plaza with benches & sculptures
- No public reservations
- No restrooms

21. McCarty Ranch Preserve – 12525 Range Line Rd., 34987; 3100 acres; Est. 2014

(West of I-95, south of the intersection of Glades Cut-Off Rd., and Range Line Rd.)

- OPEN to the public from 8 a.m. to sunset daily. Extended hours available for paid camping reservations.
- Residents and visitors can enjoy passive recreation opportunities on both land and water
- Trails have been cleared for walking, biking and horseback riding
- A lake system covering more than 300 acres will provide opportunities for fishing, canoeing and kayaking
- 3,100 acres of largely unspoiled, natural Florida land
- No gas engines allowed on lakes
- Electric motors allowed with permit (Applicants must call the Utility Systems Department at 772-873-6400 to obtain permit)
- 18-hole disc golf course
- Thirteen (13) primitive camping tent sites and six (6) RV/trailer sites. All camping sites include a six-foot picnic table, fire ring with cooking grate and lantern hook. All camp pads at tent sites are approximately 20' x 20'. There are two ADA fire rings; one located at RV #1 campsite and one at Tent campsite #1. Camping

check in is 2 p.m., check out is 11 a.m. Camping reservations must be made in person at the Community Center 772-878-2277.

- ADA restrooms with showers
- RV Dump station and Freshwater fill station
- FREE Wi-Fi

22. McChesney Park & Dog Park - (T) - 1585 S.W. Cashmere Boulevard, 34986; Phone: 772-344-4286; 24.5 acres; Est. 1995 - Home of the Mako Soccer Club

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking area
- Six soccer fields with lights
- Dog park that has separate fenced-in areas for large dogs & smaller dogs with shade structure and water fountain
- One large 22'x36' pavilion with lights, three 6' tables, one 8' table and one small grill (Electric Only No Water)
- Fenced playground with multi-purpose play unit for ages 2-12
- Concession with pavilion and six 6' tables run by the Mako Soccer Club- **Open for soccer only**
- ADA restrooms
- Home to the City's 3rd Dog Park-opened to the public on August 3, 2019
- Fishing in on-site lake
- Restrooms
- Free Public WIFI

23. MIDFLORIDA Event Center Recreation & Fitness (T) - 9221 S.E. Event Center Place, 34952 (S.E. corner US1 at Walton Road); 10.11 acres; Est. 2009, Information and reservations 772-807-4499

- Hours of Operation are Monday through Thursday, 6 a.m. to 9 p.m., Friday, 6 a.m. to 8 p.m., and Saturday and Sunday, 7:30 a.m. to 6 p.m.
- Humana Fitness & Wellness Center 772-204-7101. See hours of operation listed above.
- Free six-story parking garage with additional parking available
- Game room
- Multi-purpose and Tot rooms available for rental and recreation/fitness programs
- Indoor racquetball and basketball courts
- Village Square and Stage
- Outdoor landscape plaza with tables and umbrellas
- Outdoor interactive water fountain with public play use
- P & R Special events as scheduled

24. Midport Lake - 2010 SE Veterans Memorial Parkway, 34952; 12 acres

- Open 8 a.m. to sunset
- Off-street parking
- Fishing permitted, No gas engines
- Dogs permitted on leash
- Fitness Station – new in 2020
- No restrooms

25. Milner Tot Lot - 5160 NW Milner Drive, 34983; .5 acres; Est. 2008

- Open 8 a.m. to sunset
- Unmanned
- Playground for ages 2-5
- Picnic table with shade structure
- No electric or water available
- No restrooms

26. Minsky Gym- 750 S.W. Darwin Blvd., 34953, Information and reservations 772-344-4142; 1 acre; Est. 1999- Home of the Junior Basketball League

- 8 a.m.-8 p.m.
- ADA restrooms

- Offers a wide range of activities for people of all ages
- Two full sized volleyball courts/ or one full size basketball court
- 8,000 square foot gym is available for rental

27. O.L. Peacock, Sr. Park/Lake - 1950 S.W. Dreyfuss Boulevard, 34953; 100 acres; Est.2008

- Open 8 a.m. to sunset
- Unmanned/gated
- Walking, bicycling, dog walking (on a leash) and shoreline fishing
- 75-acre lake/natural area
- Covered area
- Boating allowed (Electric motors only)
- No restrooms
- No electric or water available

28. Oak Hammock Park - 1982 S.W. Villanova Road, 34953, Phone: 772-344-4389; 48.7 acres; Est. 2000

- Open 7 a.m. to sunset
- Parking area
- C-24 canal access boat ramp with floating dock (west of spillway, no river or ocean access)
- One large 36'x20' pavilion with electric, water, three 6' tables, one 8' table and one small grill
- Fenced playground area with benches for ages 2-12
- 12 car/trailer spaces and car parking
- Two fishing piers with fish-cleaning station
- Walking, bicycling and dogs permissible on a leash in designated areas along C-24 Canal
- Butterfly garden and approximately three miles of walking trails through large oak and palm hammocks
- ADA restrooms

29. Parks Yard - 1901 S.W. Hampshire Lane, 34953. Established 1989.

From Turnpike, "Left" on PSL Blvd., "Right" on Cameo, "Right" on Montana, "Left" on Hampshire Lane
NOT OPEN TO THE PUBLIC.

30. Port St. Lucie Elks Lodge #2658 Friendship Park - 2264 S.E. West Blackwell Drive, 34952; 3.5 acres; Est. 2005

- Open 8 a.m. to sunset
- Unmanned/gated
- Paved parking lot
- Family pavilion with one small grill
- Electric and water available
- ½ court basketball
- Playground for ages 2-12
- Observation/fishing deck on Buttonwood Waterway
- ADA restrooms
- Stationary fitness equipment along Buttonwood Waterway

31. Ravenswood/Racquetball Courts - 420 S.W. Ravenswood Lane, 34984; Est. 1982

- Open 8 a.m. to sunset
- Unmanned
- Two outdoor racquetball courts
- Day use only
- No restrooms

32. River Place Park - 690 N.W. Bayou Country Road, 34986; 7.75 acres; Est. 2002

- Open 8 a.m. to sunset
- Unmanned/gated
- Parking area
- One large 25'x21' pavilion with electric, water, four 6' tables and one small grill
- Multi-use baseball with backstop and soccer field area

- Basketball and sand volleyball courts
- Playground for ages 2-12
- Nature trails and canoe launch ramp to river at north corner of ball field (must hand-carry own canoe from parking lot)
- ADA restrooms

33. Rotary Park & PAL - 2101 S.E. Tiffany Avenue, 34952; 8.5 acres; Est. 1983, Home of the Police Athletic League (PAL) - Phone: 772-398-9436

- Open 8 a.m. to sunset
- Unmanned
- Parking area
- One large 24'x52' pavilion with electric, water, seven 8' tables, one large grill
- Basketball court, open space and fishing in pond
- Small baseball field with backstop and 60' bases
- Playground for ages 2-12 – new in 2021
- Nine-hole disc golf course
- Fishing in on-site lake
- ADA restrooms

34. Sandhill Crane Park (T) - 2355 S.E. Scenic Park Drive, 34952; Phone: 772-398-2766; 19 acres; Est. 1992

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Home to the City's Adult Softball League
- Parking area
- One large 57' octagon pavilion with lights, electric, water, 14 - 10' tables and large grill
- One family 20' octagon pavilion between racquetball & volleyball court with a 4' table (cannot reserve)
- Three softball fields with 60' 65' and 70' bases
- Fields one and two are 300' with sports lighting
- Field three is 325' with sports lighting
- Four racquetball courts with lights
- One-Wall Handball Court
- Three sand volleyball courts with lights
- Fishing in drainage canal
- Multi-purpose fenced playground near large pavilion for ages 2 -12 - new in 2018
- ADA restrooms

35. Sandpiper Bay Park – 1878 S.E. Westmoreland Blvd., 34952; 11.5 acres; Est. 1999

- Open 8 a.m. to sunset
- Unmanned
- Open space area
- Four picnic tables
- Electric and water are not available
- Shoreline fishing permitted
- No restrooms

36. Sportsman's Park (T) - 201 N.W. Prima Vista Boulevard, 34983; Phone: 772-871-5096; 16 acres; Est. 1975

- Home of the National Little League
- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking areas
- One large 32'x22' pavilion near playground with lights, electric, water, four 8' tables and one grill
- One small 11'x10'pavilion with one 8' table (cannot reserve)
- Four ball fields with lights - Fields 1 and 2 are 200', Field three is 200' softball with 60' and 70 bases & Field 4 is 350' baseball with 90' bases
- 2 tennis courts with lights
- 2 basketball courts with lights
- 2 concession stands (open for games only) and operated by Little League

- Playground ages 2 - 5 and ages 5 - 12 with lights and offers sensory play components - new in 2021
- Outdoor fitness station – new in 2021
- ADA restrooms

37. Sportsman’s Park West (T) - 220 N.W. Irving Street, 34983; Phone: 772-871-5096; 13 acres; Est.1985
Home of the PSL Athletic Association Football League

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking area
- 2 football fields with lights
- 1 large 30’x40’ pavilion with lights, electric, water, 8 - 8’ tables and 1 grill
- 1,600-meter walking/running track-lights on until 9:30 p.m. No skateboards, rollerblading, bicycles or vehicles allowed on track).
- 2 concession stands (open for games only) and operated by PSL Athletic Association Football League
- ADA restrooms

38. Swan Park (T) - 700 S.W. Carmelite Street, 34983, Phone: 772-871-5097; 6.5 acres; Est. 1982
Home of PSL Soccer Club

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- No reservations available to the public
- Parking area
- 3 soccer fields with lights
- Fenced playground for ages 2-12
- ADA Unisex restrooms
- FREE Wi-Fi

39. The Port – 2454 S.E. Westmoreland Boulevard, 34952 Est. 2020

- Open 8 a.m. to sunset (Boardwalk open 24/7 at Bridge Plaza Entrance)
- Riverwalk with lighted boardwalk through natural habitat and fishing

40. The Saints at Port St. Lucie Golf Course - 2601 SE Morningside Boulevard, 34952; 185.5 acres;
Est. 2001 - Information or tee times 772-398-2901

- Pro Shop
- 18 holes
- Driving Range
- 72 par course
- Clubhouse
- Restaurant
- Banquet Facility (Available for reservations)
- ADA restrooms

41. Tom Hooper Family Park - 2340 S.E. Rivergate Parkway, 34952; 2.6 acres of wetland preserve with parking;
Est. 2003

- Open 24/7
- Lighted Riverwalk boardwalk entrance behind Walgreen’s at PSL Boulevard. And Veterans Memorial Parkway
- Fishing and leisure walk
- 30’ octagon uncovered deck on river may be reserved for special events/weddings
- Parking area
- No restrooms
- Electric and water are not available

42. Treasure Coast Model Railroad Club - 273 S.W. Becker Road, 34953, Phone: 772-621-9636

- OPEN to the public with hours of operation Tuesdays, 7 a.m. - 9 p.m. and Saturdays, 10 a.m. - 12 p.m.
- Facility is unmanned by City employees.

43. Turtle Run Park - 1945 S.W. Cameo Boulevard, 34953; 10 acres; Est. 1993

- Open 8 a.m. to sunset

- Unmanned/gated
- Parking area
- One large 28'x36' pavilion with electric, water, six 8' tables and one large grill
- Sand volleyball court - bring own ball
- Two 200' ball fields with backstops and 60' bases
- Fenced multi-purpose playground with two covered tables for ages 2-12
- Large open space practice area with multi-purpose goals (soccer/football/rugby)
- ADA restrooms

44. United States Submarine Veterans Park – 801 S.E. Atlantus Avenue, 34983; 5.31 acres; Est. 2020.

- Open 8 a.m. to sunset
- Unmanned
- Parking area
- Outdoor Fitness Station
- Sidewalk around lake with Solar Ballard lighting
- Historical plaque
- Shoreline fishing in on-site lake

45. Veterans Memorial Park - 2100 S.E. Veterans Memorial Parkway, 34952; 2.5 acres; Est. 1995

- Open 24/7
- Ceremonial Pentagon with 12 benches
- 24-hour lighted visitation area with one table & benches
- Memorials to the various branches of the military (Vietnam Wall, WWII Memorial)
- Parking area & ADA restrooms
- Gold Star Family Memorial

46. Veterans Park at Rivergate - 2200 S.E. Veterans Memorial Parkway, 34952, Phone 772-335-1433; 21.5 acres; Est. 1983

- Open 24/7
- Parking area
- Boat ramp with river and ocean access
- One large 26'x52' pavilion with lights, electric, water, ten 6' tables, one 8' table and one large grill
- Three family 20'x18' pavilions with lights - Pavilion One has two 8' tables and Pavilion Two with two 6' tables
- Three boat ramps have car and trailer parking with lights
- Riverwalk with lighted boardwalk through natural habitat and fishing
- Pearl Harbor Monument
- ADA Unisex restrooms
- FREE Wi-Fi

47. Whispering Pines Park (T) - 800 S.W. Darwin Boulevard, 34953; Phone: 772-871-5129; 36 acres; Est. 1993
Home of the Southwestern PSL Little League & Pop Warner Football

- Open 8 a.m. - 10 p.m. with a 9:30 p.m. sports light curfew
- Parking area
- One large 35'x25' pavilion next to playground with lights, electric, water, eight 8' tables and one large grill
- Two family 16'x16' pavilions with one 10' table and one small grill (with lights and electric available)
- Four tables with small grills in open space
- 6 tennis courts with 40'x20' pavilion with lights, electric, three 8' tables
- 24 pickleball courts with lights (Installed 2023)
- Four ball fields with lights - Fields 1 and 3 are 200' baseball fields, Field 2 is 200' softball field, and Field 4 is 300'
- Two football fields with lights - large field 150'x 360'- small field 120'x 240' (Flag Football)
- Multi-purpose field with lights
- Large playground for all ages with lights
- Grass volleyball area
- ADA restroom
- FREE Wi-Fi

48. Whitmore Park - 474 S.E. Whitmore Drive, 34984; 4.4 acres; Est. 2003

- Open 8 a.m. to sunset
- Unmanned
- Open space with pond
- Playground
- Covered 8' table
- No restrooms

49. Wilderness Park – 2701 S.E. Westmoreland Blvd., 34952, Section Riverpoint Tract J, Parcel ID 44117010040007, 85 acres; Est. 2000

- OPEN to the public from 8 a.m. to sunset daily
- No reservations available.
- Facility is unmanned
- No water, electric or restrooms

50. Winterlakes Park - 5241 N.W. Jannebo Street, 34986; 28 acres; Est. 2013

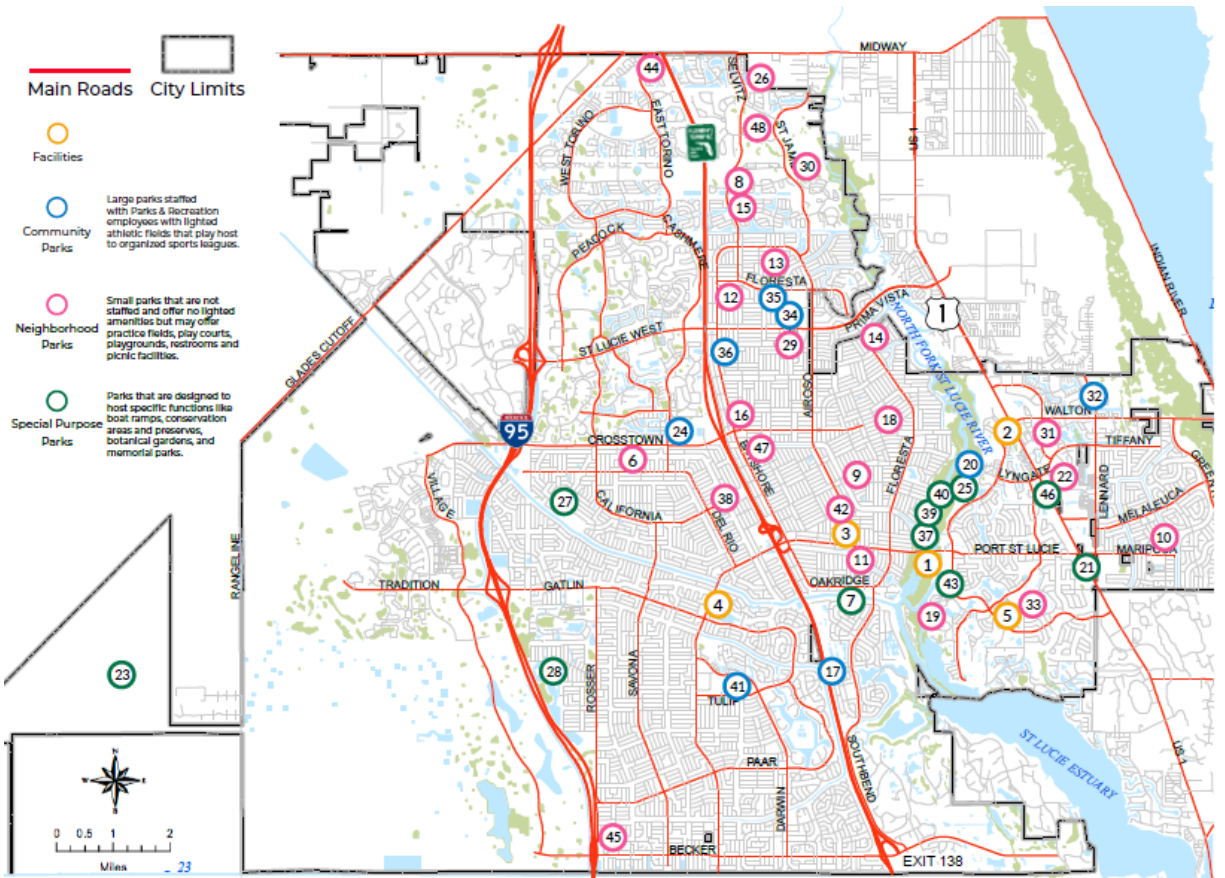
- Open 8 a.m. - sunset
- Two grass practice baseball fields
- Two soccer goals (1 soccer field area)
- Two ADA Restrooms
- Dog park that has separate fenced-in areas for large dogs & smaller dogs with shade structure and water fountains
- Shaded playground for ages 2-12
- Two tennis courts (no lights)
- Four pickleball courts (no lights)
- Covered basketball court with retractable goals (no lights)
- Outdoor fitness stations and sidewalk trails system
- Picnic facilities with pavilion
- Sand volleyball courts
- Observation/fishing deck
- Shoreline fishing
- Walking trail perimeter = 3923 ft. (.74 mile or just a little less than ¾ of a mile.)

51. Woodland Trails Park – 1485 SW Calmar Avenue, 34953; 13 acres; Est. 2018

- Open 8 a.m. – sunset
- Unmanned/gated
- Playground for ages 2-12 with sensory play components
- Picnic facilities with pavilion
- Dog Park
- Outdoor Fitness Station
- ADA Restroom
- Walking Trail perimeter = .50 miles or ½ of a mile
- Open space recreation fields

52. Woodstork Trail - 1957 S.E. Hillmoor Drive, 34952; 75 acres; Est. 2007

- Unmanned
- Open 8 a.m. to sunset
- Paved walking trail/sidewalk - 6,707 linear feet (approx. 1.27 miles) inside the park
- 8,898 linear feet total including the Tiffany Ave. sidewalk
- Two observation/fishing decks
- Fitness Stations - new in 2020 Walking, bicycling & shoreline fishing
- ADA restroom
- Outdoor Fitness Station



Facilities

- 1. Botanical Gardens
2410 SE Westmoreland Blvd. • 772-337-1959
- 2. MIDFLORIDA Credit Union Event Center
9221 SE Event Center Pl. • 772-807-4499
- 3. Community Center/Parks & Recreation Main Office
2195 SE Aisroo Blvd. • 772-878-2277
- 4. Robert E. Minsky Gymnasium
750 SW Darwin Blvd. • 772-344-4142
- 5. The Saints Golf Course
2601 SE Morningside Blvd. • 772-398-2901

Parks

- 6. Apache Park
1449 SW Apache Ave.
- 7. C-24 Canal Park
500 SE Oakridge Dr.
- 8. Charles E. Ray Park
5626 NW Manville Dr.
- 9. Doat Street Park
425 SE Doat St.
- 10. PSL Ilka Lodge #2658/Friendship Park
2264 SE West Blackwell Dr.
- 11. Fred Cook Park
400 SE Glenwood Ave.
- 12. Girl Scout Friendship Park
315 NW Heather St.
- 13. Gulf Stream Park
210 NE Ardley Dr.
- 14. Harborview Park
624 SE Harborview Dr.
- 15. Ian T. Zook Park
5600 NW Manville Dr.
- 16. Jaycee Park
1301 SW Bayshore Blvd.
- 17. Jessica Clinton Park
3200 SE Southbend Blvd.
- 18. Kiwanis Park
1320 SE Floresta Dr.
- 19. Loyalty Park
2810 SE Morningside Blvd.
- 20. Lyngate Park & Dog Park
1301 SE Lyngate Dr.
- 21. Mariposa Cane Slough Preserve
2280 SE Mariposa Ave.
- 22. Mary Ann Cernuto Park
2060 SE Grand Dr.
- 23. McCarty Ranch Preserve
12525 Range Line Rd.
- 24. McChesney Park & Dog Park
1585 SW Cashmere Blvd.
- 25. Midport Lake
2010 SE Veterans Memorial Pkwy.
- 26. Milner Drive Tot Lot
5160 NW Milner Dr.
- 27. Oak Hammock Park
1982 SW Villanova Rd.
- 28. O.L. Peacock Sr. Park
1950 SW Dreyfus Blvd.
- 29. Ravenswood Racquetball Courts
400 SW Ravenswood Ln.
- 30. River Place Park
690 NW Bayou Country Ln.
- 31. Rotary Park
2101 SE Tiffany Ave.
- 32. Sandhill Crane Park
2355 SE Scenic Park Dr.
- 33. Sandpiper Bay Park
1870 SE Westmoreland Blvd.
- 34. Sportsman's Park
201 NW Prima Vista Blvd.
- 35. Sportsman's Park West
220 NW Irving St.
- 36. Swan Park
700 SW Carmelite St.
- 37. Tom Hooper Park
2340 SE Rivergate Pkwy.
- 38. Turtle Run Park
1945 SW Carno Blvd.
- 39. Veterans Memorial Park
2100 SE Veterans Memorial Pkwy.
- 40. Veterans Park at Rivergate
2200 SE Veterans Memorial Pkwy.
- 41. Whispering Pines Park
800 SW Darwin Blvd.
- 42. Whitmore Park
474 SE Whitmore Dr.
- 43. Wilderness Park
2701 SE Westmoreland Blvd.
- 44. Winterlakes Park
5241 NW Jannebo St.
- 45. Woodland Trails Park
1485 SW Calmar Ave.
- 46. Woodstork Trail
1957 SE Hillmore Dr.

Public School Partnerships

- The City of Port St. Lucie has partnered with the St. Lucie Public Schools for public use of outdoor recreation areas during school days from 6 p.m. - sunset. and on weekends and non-school days 8 a.m. - sunset.
- 47. Bayshore Elementary School
1661 SW Bayshore Blvd.
 - 48. Southern Oaks Middle School
5500 NW St. James Dr.
 - 49. Manatee Academy K-8
1450 SW Heatherwood Blvd.
 - 50. West Gate K-8
1050 NW Cashmere Blvd.

City of Port St. Lucie
E-Bid #20230107 - Mowing & Trimming Services at City Park Lands
Cost Worksheet - Schedule A

Company Name: _____

Line #	Locations	# of Service Acres	Rate per Acre	Rate per Mow	# of Mows per Year	Total Amount
1	Apache Park	13.9		\$ -	42	\$ -
3	C-24 Canal Park	8		\$ -	42	\$ -
4	Charles E. Ray Park	8.7		\$ -	42	\$ -
5	Duck Court Park	0.89		\$ -	42	\$ -
6	Fred Cook Park	5		\$ -	42	\$ -
7	Girl Scout Park	8.3		\$ -	42	\$ -
8	Jaycee Park	4.5		\$ -	42	\$ -
9	Kiwanis Park	3.5		\$ -	42	\$ -
10	Oak Hammock Park	2.7		\$ -	42	\$ -
11	PSL Elks Lodge Park	7		\$ -	42	\$ -
12	River Place Park	3.5		\$ -	42	\$ -
13	Rotary Park	10.4		\$ -	42	\$ -
14	Turtle Run Park	8		\$ -	42	\$ -
15	Whitemore Park	4		\$ -	42	\$ -
17	Woodland Trails Expansion	3.5		\$ -	42	\$ -
18	Woodland Trails Park	8		\$ -	42	\$ -
19	Doat Street Park	2.4		\$ -	24	\$ -
20	Harborview Park	4.8		\$ -	24	\$ -
21	O.L. Peacock Park	13.7		\$ -	24	\$ -
22	Sandpiper Bay Park	3.75		\$ -	24	\$ -
23	SW Cycle Street	15.69		\$ -	24	\$ -
24	Wilderness Park	65.29		\$ -	34	\$ -
25	Woodstork Trail	33		\$ -	24	\$ -
TOTAL AMOUNT:						\$ -

Line #	Additional Services	Unit Price
1	Additional Sites by Acre	

NOTE: The City's Estimated Annual Usage as indicated in this document has been inserted to establish a possible annual usage. Actual quantities that will be ordered by the City during the Contract Period may vary substantially from the Estimated Annual Usage. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period.

NOTE: Unit prices are limited to two decimals.
EXAMPLE: \$5.2555 is unacceptable - \$5.25 is acceptable

Contractor's Signature: _____
Printed - Contractor's Name: _____
Contractor's Phone Number: _____
Contractor's Email Address: _____

**CITY OF PORT ST. LUCIE
SAMPLE CONTRACT #20230107
ATTACHMENT C**

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

This Contract, executed this _____ day of _____, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

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

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

WHEREAS, the City wishes to contract with a Contractor to provide Mowing & Trimming Services at City Park Lands, based on the terms and subject to the conditions contained herein; and

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

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

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

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

**SECTION II
NOTICES**

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

Contractor: TBD

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

City Project Manager: Randy Ellman
Parks and Recreation Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-7385
Email: RandyE@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Contractor has agreed to perform pursuant to **E-BID #20230107 for Mowing & Trimming Services at City Park Lands** and all addenda.

1. Scope of Work

Work to be performed by the Contractor under this section includes furnishing all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform the grounds maintenance of the areas specified by the City's Project Managers.

The Contractor will make every reasonable effort to leave the area in an aesthetically pleasing condition.

The Contractor's responsibilities will include, but is not limited to, mowing and grounds maintenance, pruning/hedging all plants so as to remove all dead or diseased, and all parts of plants which present a visual hazard or physical obstacle to the use of traffic way(s); keep litter/debris removed from the required areas listed herein; and weeding/herbicide weed control, at all, and any other future locations as requested by the City.

Locations that have sidewalks, tree wells, or planter beds will be edged and blown during each mowing cycle to include either mechanical and/or herbicide treatment to control/remove weeds/invasive plants. Contractor will be held responsible for any plants/trees inadvertently killed during herbicide treatments in designated planter beds/tree wells, and at no cost to the City. Turf grass weed control will not be included in this contract. All other required licenses for herbicide treatment of planter beds/tree wells, sidewalk expansion joints, pavers, fence lines will apply. No indicator dye will be used on non-permeable surfacing. All designated planters/beds will be trimmed/hedged minimum of twelve (12) times annually and pruning of trees/plants up to 12' in height and less will be included. No IPM or fertilizer applications will be included in this contract for Turf/grass areas.

Locations identified as designated parking lots, walkways may experience higher than normal debris during the year, contractor will be expected to blow and remove debris from hard surfacing and take to an approved landfill for proper disposal. The City reserves the right to add or delete locations as the city grows and changes.

The Project Manager will furnish maps of all locations. Designated area maps can be found in Attachment A. 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. Frequency of Mowing & Trimming Services at City Park Lands are detailed on Schedule A. The actual frequency of services will be at the discretion of the City's Project Manager.

The following services shall be performed every service date:

- Mowing, trimming, weeding, edging, and cleanup of swales, landscape-berms, open space areas, easements, and right-of-way at each site.
 - Sidewalks and similar hard surface areas having grass established along edges shall be machine blade edged.
 - Planter and tree bed borders edged.
 - Power string trimming in all areas.
 - All walks, slabs and similar surface areas shall be blown clean (or hand swept) upon completion of each service.
 - All trimmings shall be removed from site
2. **Trash Removal** - Prior to each mowing, any trash and/or debris on areas to be mowed shall be picked up by the Contractor and deposited in the nearest trash receptacle or removed from the site. Mowing such materials is not acceptable. If no receptacle is available at that site Contractor must take trash and/or debris to the nearest park site with an available receptacle.

At all locations the Contractor will be responsible to inspect and remove all trash 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 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.

3. **Grass Uniformity** - Grass in specified areas shall be uniformly cut to achieve a height of not less than 3" or more than 4" at all locations. Project Manager will advise when/if cutting height(s) must be altered. It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Contractor will take all precautionary measures to keep grass clippings/debris from entering all mulch areas, planter beds, and tree wells. 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.
4. **Trimming** - Trimming shall be performed in conjunction with each mowing. Trimming shall be done around buildings, fences, walls, posts, poles, boxes, trees, planting beds, lots, driveways, and other similar areas. Trimming shall be done in a manner that will provide a uniform finished appearance. The use of a chemical herbicide such as Roundup® is permitted provided it is applied per approval of the Project Manager for specified areas, and the appropriate Florida license/certification is possessed by the Contractor or his/her employees. Work shall be completed in a professional manner.

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 moved by the Contractor at the discretion of the Project Manager before work continues.

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

5. **Damages** - 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.

Contractor will be responsible for all Chemical Spill Clean-Up and removal at Contractor's expense.

6. **Reporting** - The Contractor shall deliver bi-weekly reports 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.

7. **Frequency of Service**

- 7.1. **Weekly** - The following locations shall be serviced weekly during the contract on Wednesday, Thursday and/or Friday in order to prepare them for weekend public use and reservation uses that are frequent. Notice is given that work on the specified days is important as weekend usage of these Lands will deter being able to perform services that could injure users. Work at these locations must be done between the hours of 7:00 am and 5:00 pm.

Locations	Address	Map Location	# of Total Acres	# of Service Acres	# of Mows per Year
Apache Park	1449 Apache Ave.	1	13.9	13.9	42
C-24 Canal Park	500 SE Oakridge Dr.	3	9	8	42
Charles E. Ray Park	5626 NW Manville Dr.	4	8.7	8.7	42
Duck Court Park	452 SW Rad Ct.	N/A	0.89	0.89	42
Fred Cook Park	400 SE Glenwood Ave.	9	5.5	5	42
Girl Scout Friendship Park	315 NW Heather St.	10	8.4	8.3	42
Jaycee Park	1301 SW Bayshore Blvd.	14	6.2	4.5	42
Kiwanis Park	1320 SE Floresta Dr.	16	3.8	3.5	42
Oak Hammock Park*	1982 SW Villanova Rd.	28	48.7	2.7	42
PSL Elks Lodge Park	2264 SE Blackwell Dr.	30	3.5	3.5	42
River Place Park	690 NE Bayou Country Rd.	32	7.75	3.5	42

Mowing & Trimming Services at City Park Lands

Rotary Park**	2101 SE Tiffany Ave.	33	8.5	8.5	42
Turtle Run Park	1945 SW Cameo Blvd.	43	10	8	42
Whitmore Park	474 SE Whitmore Dr.	48	4.4	4	42
Woodlands Trail Park	1485 SW Calmar Ave.	51	13	12	42

*Oak Hammock Park – Partially developed park with open space located a Villanova Rd. Exterior of park on Leafy Rd. & Ruiz Terr. 200ft X 50ft (10,000 sq. ft) as also part of this park.

**Rotary Park - Developed site. The rear section of this site has very thick grass that grows much faster than the rest of the park and other locations. Due to this growth a heavy-duty mulching type unit is recommended for use. When excessive cuttings are noticed it will be the Contractor's responsibility to re-cut and/or remove the cuttings as directed as part of the contract at the regular proposal price. The rear entrance gate is to be mowed to the swale on both sides.

7.2. Bi-Weekly - The following locations shall be serviced twice monthly during the contract period on any day(s) between Monday and Friday. These locations do not have facilities for scheduled public use. Work must be done between the hours of 7:00 am and 6:00 pm.

Locations	Address	Map Location	# of Total Acres	# of Service Acres	# of Mows per Year
Doat Street Park*	425 SE Doat St.	8	2.4	2.4	24
Harborview Park	624 SE Harborview Dr.	12	4.8	4.8	24
O.L. Peacock Park**	1950 SW Dreyfuss Blvd.	27	100	13.7	24
Sandpiper Bay Park	1878 SE Westmoreland Blvd.	34	11.5	3.75	24
SW Cycle Street	3073 SE Bur St.	N/A	15.69	15.69	24
Wilderness Park***	2701 SE Westmoreland Blvd.	49	85	65.29	34
Woodstork Trail****	1957 SE Hillmoor Dr.	52	56.4	33	24

*Doat Street Park - This park is an undeveloped site with a pond. Port St. Lucie - Section #13 (Map 44/045)

**O.L. Peacock Park - This park is an undeveloped open space lake area.

- Twice per month mowing and trimming or approved chemical treating of fence line. Twice a month mowing with trimming "along fence lines ONLY" and will periodically chemical treat fence line upon request and approval of the Contract Supervisor. Areas of mowing: 1) Northern open space area from lake edge to roadway. 2) Berm area western from open space towards I-95 ending at the existing woods line. 3) Eastern berm from north to south end lake from fence line to native growth at edge of lake.
- City will provide lock combination for access, or contractor directed to supply own locks for "double locking with City's lock".

***Wilderness Park - This is an undeveloped area with open space approximately 39.8 acres. To be serviced thirty-four (34) times a year on any day(s) between Monday and Friday. Frequency from May – September at four (4) times per month.

****Woodstork Trail - Twice per month mowing with trimming & edging once per month. Underdeveloped area with 15.1 acres open space natural trail with accessible sidewalks located between Tiffany Ave. & Hillmoor Dr. The west side of the lake approximate length is 478 ft from the corner of Hillmoor Dr. to the Bridge is to be mowed.

- Port St Lucie-Section 50- Tract G (7.80 AC) (MAP 44/01N)
- Port St Lucie-Section 50- Tract G-1 (9.89 AC) (MAP 44/01N)
- Port St Lucie-Section 50- Tract G-2 (24.68 AC) (MAP 44/01N)
- Port St Lucie-Section 50- Tract G-3 (14.12 AC) (MAP 44/01N)
- East Lake Village (PB 43-26) Tract GW1 (Greenway Tract) (7.09 AC) (as per plat dedication dated 11-26-03)

8. **Equipment** - Contractor's equipment shall have cutting blades maintained in optimal condition to ensure that grass is evenly cut and that a "tearing" effect and/or other damage that would negatively affect growth or health of grass is avoided.

Mowers - all mowers must be equipped with enclosed mulching decks and blades.

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.

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.

8.1. **Equipment Storage** - The Contractor shall be responsible for to ensure that all equipment and supplies shall not be stored on City property without written permission from the Project Manager.

9. **Inspections** - During the contract period, the Project Manager, Operations Supervisor, or their designee, shall continually inspect 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 two (2) days after notification to be eligible for payment for that week's service.

Contractor will use treatments for weed and growth control as approved by Project Manager.

10. **Limitation of Operations** – No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

The Contractor shall prevent damage and preserve 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.

SECTION IV **TIME OF PERFORMANCE**

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

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

SECTION V **RENEWAL OPTION**

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this contract for up to two (2) additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for two (2) additional one (1) year periods.

This Contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average - All Items. See link provided for more information.

<https://data.bls.gov/timeseries/CUUR0000SEHP02>

After the first twelve (12) months of the Contract, this Contract allows for an annual price redetermination. The Contractor must request such an order renewal in writing no later than thirty (30) calendar days prior to the renewal of the Effective Date and must include in the written request documentation that the Contractor has incurred bona fide cost increases providing services under this Contract during the year in which the request was made. The City will not allow Contract adjustments up or down to exceed five (5%) combined total in any one (1) year. Any increases/decreases will be effective on the Contract renewal date. The prices will be held firm for that period at the published CPI increase/decrease amount at time of renewal.

**SECTION VI
COMPENSATION**

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

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

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

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

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

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

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

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

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

SECTION VII
WORK CHANGES

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

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, 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 and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

Mowing & Trimming Services at City Park Lands

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 contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, 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 #20230107 Mowing & Trimming Services at City Park Lands shall be 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. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business 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.

Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. 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.

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

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

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

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

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the

Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

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

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

SECTION XIV **COMPLIANCE WITH LAWS**

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

SECTION XV INSPECTION AND CORRECTION OF DEFECTS

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

Contract Performance - It is the intent of the City to ensure that the Contractor provides a quality level of mowing and trimming services. All complaints will be reported to, and promptly resolved by, the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but are not limited to: (a) failure to resolve complaints within the twenty-four (24) hour period; (b) failure to provide safe equipment; (c) failure to provide required documentation in a timely and accurate manner; (d) failure to report damage to irrigation system(s); (e) failure to report property damage or personal injury; (f) failure to remove all trash from site(s); (g) failure to perform scheduled service; and/or (h) landscape employees not adhering to uniform/protective clothing requirements. For the purpose of this section, the City, at its discretion, may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the Contractor shall submit a written protest within seventy-two (72) hours after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final. Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or give instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

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

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

SECTION XVI **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXVII
CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and

ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

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

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

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

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Traffic Control – The Contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. Traffic control shall be in conformance with Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

The foregoing requirements are to be considered as a minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time

that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

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

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

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

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Labor and Equipment - The Contractor(s) shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be

sufficient cause for annulment of any award resulting from these specifications. 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. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage, or other types of debris shall be removed from the project site upon the completion of the work.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Adjustments - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses,

or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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

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

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

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

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

SECTION XIX **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XX **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

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

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a

- material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
 - III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
 - IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;
 - VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
 - VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
 - VIII. The Contractor furnished any statement, representation, or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

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

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

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

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

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

SECTION XXI
LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

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

SECTION XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
CONFLICT OF INTEREST

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

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXIX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those

kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXX **ORDER OF PREFERENCE**

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

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

SECTION XXXI **CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXII
FORCE MAJEURE

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

SECTION XXXIII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision, as provided herein.

SECTION XXXIV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Consultant and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

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

_____.

Signature of Notary Public

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

NOTARY SEAL/STAMP

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
eBID #20230107

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

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

Dated at _____, this _____ day of _____, 2024
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

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

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

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

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

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

6. Total number of staff at this location: _____ Total number of staff on the Treasure Coast: _____

7. Is the Firm a minority business: YES / NO

If no, is your company planning to implement such a program? _____

8. Is the firm claiming Local Preference under City Ordinance 35.14? YES / NO

9. List the license(s) that qualifies your firm to construct this project: _____

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

Addendum Number	Date Issued	Addendum Number	Date Issued

11. List **five (5) Mowing & Trimming services** projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm’s percentage of the total contract value, as well as the number of change orders and the total change order value. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name: _____

Description: _____

Location: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Date of Completion: _____

Firm’s Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 2

Project Name: _____

Description: _____

Location: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Date of Completion: _____

Firm’s Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

12. List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

13. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date, and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes () No ()

If yes, please explain:

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

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

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

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

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

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

20. Provide a Project Management Plan.

21. Provide an Equipment List.

Signature

Title



NOTICE TO ALL PROPOSERS:

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

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

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

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

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

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

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



e-BID #20230107
CONTRACTOR'S CODE OF ETHICS

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

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

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

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

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

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



E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

**Solicitation Number
(If Applicable)** _____

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

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

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



PORT ST. LUCIE
HEART OF THE TREASURE COAST

NON-COLLUSION AFFIDAVIT

EBID#20230107

Mowing & Trimming Services at City Park Lands

State of _____ }

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____



"A City for All Ages"

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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____



DRUG-FREE WORKPLACE FORM
e-BID #20230107
Mowing & Trimming Services at City Park Lands

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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

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

Contractor's Signature

Date