



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

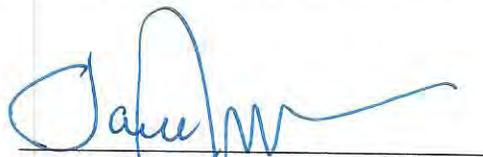
To: Paul J. Nicoletti, City Manager
From: Lenora Darden, Manager
Date: May 20, 2016
Subject: Renewal of RFP No. 2014-141, Exotic Vegetation Control Services

The initial term for RFP No. 2014-141: Exotic Vegetation Control Services is due to expire on June 2, 2016. This Agreement has a provision for renewals under the original terms, conditions and pricing for three (3) additional one (1) year terms. This would constitute the first year of three possible extensions. The Contractor, DGC Environmental Services, Inc. of Fort Pierce, Florida has provided excellent service to date (see attached vendor performance form) and have agreed to the renewal under the original terms, conditions and pricing. Public Works and Procurement Division staffs recommends the renewal. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and indicate by signature below your determination of agreement renewal. This renewal is effective for the period June 3, 2016 through June 2, 2017.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Renewal of RFP No. 2014-141, Exotic Vegetation Control Services with DGC Environmental Services, Inc. of Fort Pierce, Florida.
- Recommend this RFP not be renewed and the service be re-bid immediately.



Paul Nicoletti, City Manager

5-26-16

Date



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contract Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

May 5, 2016

Via Email Transmission: office@dgcenvironmental.com
sales@dgcenvironmental.com

DGC Environmental Services, Inc.
Attn: Troy A. Parkinson, Executive Sales Manager
853 South Kings Highway
Fort Pierce, FL 34945

Subject: Renewal for RFP No. 2014-141, Exotic Vegetation Control Services

Dear Mr. Parkinson,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Exotic Vegetation Control Services, for the period beginning June 3, 2016 and ending on June 2, 2017, which represents the first year of three (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., May 20, 2016**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us.

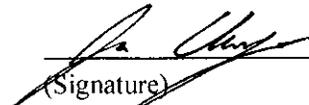
Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Manager

cc: Milton Leggett, Deputy Public Works Director
2014-141 File

- I hereby agree to the contract renewal as specified of the subject Agreement
 I am unable to agree to the contract renewal as specified of the subject Agreement



(Signature)

Josh Angus
Printed Name

5-20-16
Date

Wetlands Manager
Title



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Paul Nicoletti, City Manager
Through: Terry Iverson, Procurement and Contracting Services Manager
From: Lenora Darden, Buyer
Date: May 22, 2014
Subject: Award of RFP #2014-141: Exotic Vegetation Control Services

Attached are: a) the proposal submittal from DGC Environmental Services, Inc., b) the selection committee ranking and evaluation summary c) the approved 2014 fiscal budget. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Stuart News on April 24, 2014. The Procurement Office sent complete proposal package to six (6) vendors who provide this type of service to the City of Stuart. This solicitation was disseminated by DemandStar on-line, who notified Two hundred and twenty-five (225) interested vendors. Out of thirty-two (32) planholders, four (4) responsive proposals were received by 2:30 pm on the RFP opening date, May 14, 2014. A three (3) member selection committee evaluated the responses based on several issues to include the firms' expertise, experience and professional qualifications; past performance; overall task approach and operational plan; equipment utilized to accomplish work; and pricing proposed. All firms were ranked based on the established written criteria. The Selection Committee determined that the firm most qualified to provide the necessary services for this project is DGC Environmental Services, Inc.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Award of RFP #2014-141: Exotic Vegetation Control Services for the initial term of two (2) years with three (3) additional 1-year periods, to the highest ranked and most responsible and responsive proposer: DGC Environmental Services, Inc. of Fort Pierce, Florida in the annual amount not to exceed \$50,000.
- Further information is required
- Recommend all proposals be rejected

Paul Nicoletti, City Manager

5-22-14
Date



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

May 22, 2014

DGC Environmental Services, Inc.
Attn: Troy A. Parkinson, Executive Sales Manager
853 South Kings Highway
Fort Pierce, FL 34945

Via: Email transmission, office@dgcenvironmental.com

RE: Notice of Award/Preparation of Contract Documents
RFP No. 2014-141, Exotic Vegetation Control Services

Dear Mr. Parkinson:

Please accept this notice of award on behalf of the City of Stuart for RFP No. 2014-141, Exotic Vegetation Control Services. The City of Stuart requests that you provide all documentation within 10 calendar days, as listed below:

1. A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, RFP #2014-141, Exotic Vegetation Control Services.
2. Provide evidence of your firm's ability to meet the City's bonding requirements as specified in Item 2.11 of the RFP. The bonding letter shall be in an amount equal to ten percent (10%) of \$50,000.
3. Attached is the contract for Exotic Vegetation Control Services. Please print and have two copies of the contract witnessed and signed by the appropriate personnel and returned to my attention with the required documents as stated above.

A pre-initiation of service meeting is scheduled on June 17, 2014 at 9:00 am in the City Hall 1st Floor Conference Room. At the pre-initiation meeting, we will provide your firm with the fully Executed Contract, Purchase Order, and the Notice to Proceed for these services.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at ldarden@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden
Procurement Buyer

c: RFP 2014-141 Official File
Milton Leggett, Deputy Public Works Director
Bill Griffin, Stormwater Specialist
Paula Sesta, Division Assistant



CITY OF STUART
CONTRACT FOR SERVICES

CONTRACTOR: DGC ENVIRONMENTAL SERVICES INC.
853 SOUTH KINGS HIGHWAY
FORT PIERCE, FL 34945

PROJECT: RFP #2014-141: EXOTIC VEGETATION CONTROL SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 3rd day of June, 2014 by and between DGC Environmental Services, Inc. of Fort Pierce, Florida" referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of services for Exotic Vegetation Control by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Exotic Vegetation Control Services pursuant to this Contract as hereinafter provided. These services will include all labor, supervision, products and tools, and equipment necessary to provide Exotic Vegetation Control Services.

Section 1. Scope of Service

Contractor shall to provide three (3) types of professional services for Exotic Vegetation Control for the City of Stuart. Services to include, but not be limited to, quarterly treatment/control maintenance, exotic clearing and/or removal of all species of exotic, (invasive and nuisance trees, vegetation including plants, shrubs and vines), and destruction of extremely dense exotic vegetation that are located in and on areas identified by the City.. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2014-141 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Time of Performance

The Contractor shall begin work within five (5) calendar days after issuance of work order request issued by the Project Manager for the City to the Project Manager for the Contractor. Contractor's work shall be completed within time specified on the work order request or written estimate. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

- a. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- b. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

CITY will compensate Contractor for these Exotic Vegetation Control Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule / estimate shall include a total firm cost to the City itemized as follows: hourly rate, labor hours / equipment, a brief description of the work, location of work, and projected completion time. Contractor's pricing may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

3.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the work order request or written itemized estimate approved by the City Representative, address/location, type of work, and date of service, and purchase order number, date work was completed and accepted by the City.

3.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 4. Guarantee

The Contractor shall guarantee workmanship for the duration of the contract period. Contractor shall ensure successful performance of the work for the service intended and assure all areas treated achieve an exotic kill rate of at least 95% after initial treatment of all exotic plants. If any areas treated by the Contractor do not meet the 95% kill rate based on inspection by City staff, it will be the Contractor's responsibility to retreat the previously treated areas at no cost to the City of Stuart. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient services, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 5. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 6. Contractor Responsibility

6.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

6.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities

The Contractor shall assign a Supervisor and provide skilled ground crew personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a

dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including securing all herbicides from public access. The Contractor shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The City shall not be responsible for safety on or off the job site.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Suspension Error! Bookmark not defined.

The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages.

Section 8. CITY's Obligations

8.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Public Works Director or his designee.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Troy A. Parkinson
Executive Sales Manager
Email: office@dgcenvironmental.com
Telephone No. (772) 467-9224
Cell No. (772) 318-9694
Fax No. (772) 467-9226

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder, with the exception of crew type laborers.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection of the reported work within two (2) calendar business days thereafter, which shall be stated in such notice.

9.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in “**Exhibit C**” of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right 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 A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor’s most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney’s Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services, including but not limited to additional service areas/locations and/or equipment, based upon a formula or method which is the same or similar to that used in establishing the priced in this RFP. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“Exhibit A” - "Proposal as Submitted by Respondent and Accepted by City"

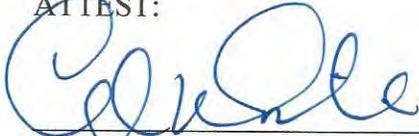
“Exhibit B” - “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” - "Insurance and Indemnification."

“Exhibit D” - "Evidence of Contractor’s Ability to Meet the City’s Bonding Requirements"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:



Cheryl White
City Clerk

CITY

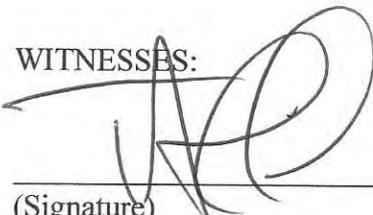

Paul Nicoletti
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:



Michael Mortell
City Attorney

WITNESSES:

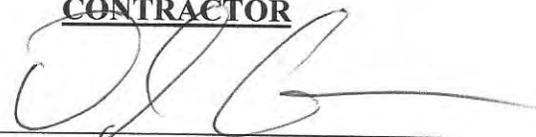


(Signature)



(Signature)

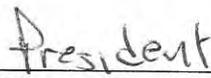
CONTRACTOR



(Signature)



Printed Name



Title

EXHIBIT A

“IDENTIFICATION AND LIST OF PROJECT DOCUMENTS

PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY THE CITY OF STUART”



DGC Environmental Services, Inc. was formed in recognition of the need for a full services storm water maintenance company. "DGC Environmental Services, Inc." is a company that performs a full spectrum of environmental maintenance and compliance services that combine experience in the field with cutting edge technology. Whether it be the remediation of a sand filter bed storm water system, the cleanup of a D.E.P. jurisdictional wetland or the eradication of hydrilla in a storm water pond DGC Environmental Services, Inc. can and will give you the best service possible. DGC Environmental Services, Inc. is a full service storm water maintenance company that offers a wide range of services to private commercial and governmental customers throughout the Southeast.

DGC Environmental Services, Inc. is familiar with N.P.D.E.S. phase I and phase II permitting and requirements and can assist in all facets necessary to comply with agency and permit regulations. With well-rounded experience in dealing with erosion and storm water issues, DGC Environmental Services, Inc. can facilitate compliance with regulatory agencies and effectively communicate with those agencies to ensure compliance with regulations. Continuing education within the company is a standard in regards to storm water regulations.

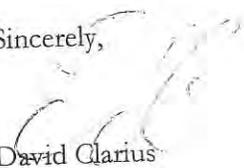
DGC Environmental Services, Inc. can help create, augment or mitigate wetlands with the proper choice of personnel, equipment and resources available. DGC Environmental Services, Inc. has experience in dealing with exotic and nuisance vegetation control and removal, including maintenance and monitoring the wetland site. Working with Environmental Engineers, DGC Environmental Services, Inc. creates a plan to plant appropriate vegetation in order to facilitate a healthy ecosystem within the site. With proper use of herbicide and removal techniques and familiarity with agency policy DGC Environmental Services, Inc. can help create the right answer for your wetland needs.

DGC Environmental Services, Inc.'s aquatic weed control program consists of furnishing all labor, materials and equipment for proper and legal aquatic weed and algae control. DGC Environmental Services, Inc. makes sure that technicians and applicators are properly trained and licensed with the State of Florida to apply aquatic pesticides in order to preserve the integrity of the water source. All vegetation control treatments are conducted in accordance with EPA standards and guidelines. DGC Environmental Services, Inc. will provide aquatic weed control services in a manner to avoid non-target damage and to protect the environment and the public.

DGC Environmental Services, Inc. focuses on offering a package of fully integrated services to meet the environmental needs and expectations of each client. Whether the project is large or small, DGC Environmental Services, Inc. has the experience and ability to provide the best results to achieve environmental compliance.

Please visit our web site, www.dgcenvironmental.com, for additional information on our company.

Sincerely,


David Clarius
President



May 7, 2014

Experience/Qualifications/Knowledge

Stuart City Hall
Procurement and Contracting Services Office
121 SW Flagler Avenue
Stuart, FL 34994

To Whom It May Concern:

DGC Environmental Services, Inc. is extremely interested in providing service for the City of Stuart in reference to RFP#2014-141. We have read the proposal in its entirety, have explored the watershed sited that are to be maintained, and have a submitted a responsive bid with competitive pricing. Servicing the entire southeastern United States, our company definitely has the resources to include this project in our task load. Our company employs approximately ninety people, we have a fleet of trucks and equipment necessary to complete the tasks at hand and outlined in RFP#2014-141. We have extensive experience in upland and wetland maintenance, using both chemical and mechanical control. Our crews have extensive training in plant identification and are aptly certified in Aquatic and Natural Areas pesticide application.

Our company maintains preserves and sites for both governmental municipalities and private entities, and have a vary successful protocol in place for the maintenance and control of the many different forms of invasive and exotic vegetation throughout Florida. Our Southeast Florida Regional Manager, Mr. Sidney Willis, and his crew supervisors are in possession of of all qualifications outlined in section 2.6 in RFP#2014-141. Our managers and crew supervisors attend CEU courses regularly in order to stay up to date on current industry standards and techniques. Upon award of this contract, any and all resumes and additional information on any employee is available to the City of Stuart upon request.

DGC Environmental Services, Inc. believes, with our company resources and vast experience in the field of exotic vegetation control, that we would be an excellent addition to list of vendors for the City of Stuart and we look forward to adding you to our list of extremely satisfied clients.

Regards,

A handwritten signature in black ink, appearing to read 'Troy A. Parkinson', is written over a large, stylized circular scribble.

Troy A. Parkinson
Exec. Sales Manager

853 S. King's Highway • Fort Pierce, FL 34945 •
OFFICE (772) 467-9224 • FAX (772) 467-9226
E-mail: office@dgcenvironmental.com



May 7, 2014

Task Approach/Operational Plan

Stuart City Hall
Procurement and Contracting Services Office
121 SW Flagler Avenue
Stuart, FL 34994

To Whom It May Concern:

DGC Environmental Services, Inc. clearly understands the scope of work listed in RFP#2014-141. Our company has an outstanding reputation in the exotic removal industry and we wholeheartedly believe that we are the best choice for this project. As a matter of fact, one of our references listed in Tab 5 of this proposal owns property directly adjacent to the north of the Haney Creek Watershed Project. Pineapple Plantation HOA is a valued client of ours and our careful maintenance of their lakes and preserves directly impacts the quality of the Haney Creek Watershed.

We understand that there are three different types of service required throughout the 160 total acres for the project, both wetland and upland. We adhere to Best Management Practices at all times and our employees attend certification courses and CEU credits on a constant basis. We are already extremely familiar with this terrain and the methods in which to best control the types of exotic vegetation located there. Our equipment is always serviced and maintained so as to not increase ground pollution. A combination of chemical and mechanical control has proved to be the best suited for the treatment of the natural areas in this part of Martin County. We have ATVs equipped with spray tanks, personal backpacks, and spray boats if necessary. We own two skid steers with rotating mulching heads that are perfect for removing species such as Brazilian Pepper, and we own a Kubota Excavator that is useful for the uprooting and destruction of larger exotic species such as Melaleuca.

Our projects consistently finish before deadlines and usually with strict adherence to the proposed budget. We have implemented a mobile software system that allows our technicians access to information, dispatching, cost control, and reporting features, all proven to increase production and quality while on the job. We very much look forward to working with you

Regards,

Troy A. Parkinson
Exec. Sales Manager

853 S. King's Highway • Fort Pierce, FL 34945 •
OFFICE (772) 467-9224 • FAX (772) 467-9226
E-mail: office@dgcenvironmental.com

PART VI RFP SUBMITTALS

6.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service.

Service Type No.	Description	Unit of Measure	Unit Price
1	Quarterly Maintenance as described in Item 2.3A	Quarterly	\$ 2,400.00
2	Destruction removal and clearing in accordance with Item 2.3B	Per Acre	\$ 475.00
3	Equipment and Operator rate for extreme dense in accordance with Item 2.3C	Hourly	\$ 135.00

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes No

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # NA through # _____ Respondent's Initials TP

(Signature)

(Printed Name)

DGC Environmental Services Inc
Name of Company, Firm

Executive Sales Manager
(Printed Title)

(772) 467-9224
Telephone Number

(772) 467-9226
Facsimile Number

office@dgcenvironmental.com
Email Address

6.6 EQUIPMENT SUPPLIED BY CONTRACTOR

Provide evidence that firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of work, and include all equipment utilized to complete this project.

ITEM	QTY	DESCRIPTION	MODEL#	YEAR	MANUFACTURER
1	3	BackPack Sprayers	5 gal	2010	STIHL
2	2	BackPack Sprayers	5 gal	2010	RLPro
3	4	Blowers	N/A	2011	Echo pb 770
4	4	Edger	FS90R	2012	STIHL
5	8	Hedge Trimmer	HL100	2011	STIHL
6	8	Hustler Riding Mower	927988A	2013	Hustler
7	2	Trailers	Enclosed	2010	Lark
8	2	Ford Truck	F350	2007	Ford
9	1	Grapple Truck	Grapple Truck	2005	Freightliner
10	6	Weedeaters	FS130RZ	2013	STIHL
11	1	Skid Steer ^{Tractor} loader	T300	05	Bobcat
12	1	Skid Steer ^{Caterpillar} loader	287C DPK	2008	Caterpillar
13	1	Skid Steer attachment ^{Magnum} Mulching Head	Attachment	2008	Magnum
14	1	Mid Size Excavator	M300	2013	Kubota
15	1	6wheel ATV GATOR	GSR	2008	John Deere

COMPANY NAME: DGC Environmental Services Inc

6.3 REFERENCE / PAST PROJECTS FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: City of Ft. Lauderdale		
Address 100 N. Andrews Ave		
City Fort Lauderdale	State FL	Zip Code 33301-1016
Contact Name: AnnDebra Diaz	Title: Procurement Specialist	
Phone No: 954-828-5948	954-828-5576	Email: adiaz@fortlauderdale.gov
Date of Service or Contract Period: Dec 12 - Dec 13	Location Broward County	
Summary of Services Performed Exotic/Invasive Plant	Governmental or Private	
Dollar Value of Contract \$ 183,000.00		

#2 REFERENCES

Company/Entity Name: Pineapple Plantation		
Address 1111 SE Federal Hwy #100		
City Stuart	State FL	Zip Code 34994
Contact Name: Ayse Esiner	Title: Nursery Manager	
Phone No: 772 334 8900	Fax:	Email: ayse.esiner@gmail.com
Date of Service or Contract Period: Ongoing for 2 yrs	Location Martin County	
Summary of Services Performed Invasive/Exotic Maintenance	Governmental or Private	
Dollar Value of Contract \$ 40,000.00		

#3 REFERENCES

Company/Entity Name: Southwest Florida Water Management District		
Address 7601 US Hwy 301		
City Tampa	State FL	Zip Code 33637-6759
Contact Name: Brandt Henningson	Title: CITEF Advisory Env. Scientist	
Phone No: (813) 985-7481	1220	Fax: 813 987 6747 Email: Brandt.Henningson@watermanagement.org
Date of Service or Contract Period: Ongoing for 3 yrs	Location Alachua County	
Summary of Services Performed Invasive/Exotic Maintenance	Governmental or Private	
Dollar Value of Contract \$ 450,000.00		

Company Name DGC Environmental Services Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Brevard 7341 Office Park Place Suite 202A Melbourne FL 32940	CONTACT NAME: Maureen Harvey	
	PHONE (A/C, No, Ext): (321) 757-8686	FAX (A/C, No): (321) 757-8687
E-MAIL ADDRESS: mharvey@bbbrevard.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Homeland Ins. Co. of New York		34452
INSURER B: Atlantic Specialty Ins. Co.		027154
INSURER C: FCCI Insurance		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: **CL1310111940** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			793001614-0000	10/13/2013	10/13/2014	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
							POLICY AGGREGATE \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY			793001612-0000	10/13/2013	10/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			793001615-0000	10/13/2013	10/13/2014	EACH OCCURRENCE \$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000	
	DED						\$	
	RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001-WC14A-72124	3/28/2014	3/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	POLLUTION LIABILITY			793001614-0000	10/13/2013	10/13/2014	EACH POLL CONDITION \$ 2,000,000	
	PROFESSIONAL SERVICES						PROFESSIONAL LIABILITY \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Stuart Exotic Vegetation Control Services RFP #2014-141, Stuart City Hall Procurement & Contracting 121 S.W Flagler Ave Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Slavik/MAUREE 

6.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: _____ Contact Name: _____ Address, City, State, Zip, Phone: _____ Type of Work to be Performed: _____ License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____ Contact Name: _____ Address, City, State, Zip, Phone: _____ Type of Work to be Performed: _____ License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____ Contact Name: _____ Address, City, State, Zip, Phone: _____ Type of Work to be Performed: _____ License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____ Contact Name: _____ Address, City, State, Zip, Phone: _____ Type of Work to be Performed: _____ License No. _____ Percentage of Work _____ %

Company Name DGC Environmental Services Inc.

6.5 QUESTIONNAIRE FORM

THIS IS A FILLABLE FORM

1. How many years has your organization been in business as a contractor? 6
2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)
PARCEL 12, TURTLE CREEK, FL
Ann Dora Diaz 951 828 5949
3. Have you any similar work in progress at this time? Yes No
4. Have you ever failed to complete work awarded to you? If so, where and why?
NO
5. Provide office hours, dispatch method, and contact information of staff responsible for coordination of services. Name: SONEY WALKER Phone No. 772 408 7411
Dispatch Method: ACTSOFT Fax No. 772 467 9226 Email: swalker@dfcenvironmental.com
6. Have you personally inspected the proposed work and have you a complete plan for its performance? Yes No
7. Contractor to provide details of uniform and identification worn by employees.
uniforms and badges are part of company, issued and worn by all employees
8. Is your firm in compliance with Section 2.3, Minimum Qualifications & Experience? Yes No
9. Please list the type/number of certified contractor license(s)
Pesticide Applicator, Natural Areas, Aquatic



May 7, 2014

Prohibition Non-Collusion/Conflict of Interest Disclosure

Stuart City Hall
Procurement and Contracting Services Office
121 SW Flagler Avenue
Stuart, FL 34994

To Whom It May Concern:

The Respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

DGC Environmental Services, Inc. has no conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients contracts or interests associated with this project.

Regards,

A handwritten signature in black ink, appearing to read 'Troy A. Parkinson', is written over a faint, circular stamp or watermark.

Troy A. Parkinson
Exec. Sales Manager

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21529

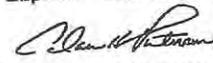
PARKINSON, TROY ALAN
5607 TANGELO DR
FORT PIERCE, FL 34982

Categories
21, 3, 5A, 6

Issued: February 23, 2012

Expires: February 29, 2016

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19109

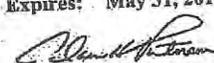
ANGUS, JOSHUA NATHAN RYAN
602 SE WALTERS TERR
PORT SAINT LUCIE, FL 34984

Categories
21, 5A

Issued: May 31, 2012

Expires: May 31, 2016

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

VOID

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
DGC Environmental Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
853 S Kings Hwy

City, state, and ZIP code
Fort Pierce, FL 34945

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
- -										
Employer identification number										
1	6		-	1	7	3	0	5	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

[Handwritten Signature] pres.

Date ▶ **5/14/14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of DGC ENVIRONMENTAL SERVICES, INC., a Florida corporation, filed electronically on October 06, 2005, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P05000137319.

Authentication Code: 051007161056-300060311963#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of October, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

**Electronic Articles of Incorporation
For**

P05000137319
FILED
October 06, 2005
Sec. Of State
clewis

DGC ENVIRONMENTAL SERVICES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
DGC ENVIRONMENTAL SERVICES, INC.

Article II

The principal place of business address:

265 SE TODD AVENUE
PORT ST. LUCIE, FL. 34983

The mailing address of the corporation is:

265 SE TODD AVENUE
PORT ST. LUCIE, FL. 34983

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
10,000

Article V

The name and Florida street address of the registered agent is:

DAVID G CLARIUS
265 SE TODD AVENUE
PORT ST. LUCIE, FL. 34983

I certify that I am familiar with and accept the responsibilities of registered agent.

P05000137319
FILED
October 06, 2005
Sec. Of State
clewis

Registered Agent Signature: DAVID G. CLARIUS

Article VI

The name and address of the incorporator is:

DAVID G. CLARIUS
265 SE TODD AVENUE
PORT ST. LUCIE, FLORIDA 34983

Incorporator Signature: DAVID G. CLARIUS

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P/D
DAVID G CLARIUS
265 SE TODD AVENUE
PORT ST. LUCIE, FL. 34983

Title: S/T
DAVID G CLARIUS
265 SE TODD AVENUE
PORT ST. LUCIE, FL. 34983



Board Minutes: DGC Environmental Services, Inc. / Common Areas Maintenance

Date/Time: 1-14-13/ 9:00am

The board has resolved that Troy Parkinson, sales manager is permitted to sign as a bidder for both DGC Environmental Services, Inc. and Common Areas Maintenance. He is hereafter given the authority to sign all bid documents related to any and all bid packages.

A handwritten signature in black ink, appearing to read 'D Clarius', is written over a horizontal line.

David Clarius
President

- ❑ Burning, pulverizing, or shredding of papers containing consumer report information so that the information cannot be read or reconstructed;
- ❑ Destroying or erasing electronic files or media containing consumer report information so that the information cannot be read or reconstructed;
- ❑ Conducting due diligence and hiring a document destruction contractor to dispose of material specifically identified as consumer report information.

Employee Safety

Each of our employees and each of our customers are a critical part of the success and growth of our company. Therefore, management is very concerned for the safety and well being of its employees and customers. Management is committed to providing a safe work environment. Accident prevention is a matter of prime concern. The following policy has been established to ensure that unnecessary and costly employee and customer injuries will be prevented.

- ❑ All managers must recognize that safety is a serious responsibility.
- ❑ All individuals who supervise, direct or control the work of others are responsible for each employee under their supervision and should make certain that all employees work in a safe environment.
- ❑ Safe working conditions are to be maintained at all times.
- ❑ All employees are to be thoroughly and properly trained in safe work methods and must understand the importance of following safe work methods and adhering to those methods daily.
- ❑ Employee and customer injuries are preventable when proper measures are taken and enforced. Failure to prevent injuries results in needless pain and suffering to the company's two most valuable assets: its employees and its customers.

Injured On the Job

If you are injured in the job, notify your supervisor immediately. You/your supervisor must then contact Human Resources. You must also complete an injury report.

If you require medical attention, contact your supervisor or other appropriate department like Human Resources prior to going to a medical care provider.

Provide both your supervisor and DGC Environmental Services, Inc. with medical documentation of your initial work status and any subsequent changes to it. Your authorized medical care provider must support, in writing, all injury-related time away from work.

Contact your supervisor daily or according to a schedule established by the supervisor in order to keep him/her informed about your treatment and recovery.

Attend all of your scheduled medical appointments. Failure to do so may result in disciplinary action up to and including termination.

When the medical care provider permits you to return to work, you must be willing and available to return to the workplace (regardless of your assigned limitations or restrictions).

Emergency Instructions

Follow these rules in an emergency:

- ❑ Stop work and leave the building immediately when the fire alarm sounds or when you are instructed to do so!

- Follow instructions, avoid panic, and cooperate with those responding to the emergency.
- Proceed to the designated or nearest exit.
- Turn off computers, equipment, fans, etc., and close desk drawers.
- Do not delay your exit from the building by looking for belongings or other people.
- When leaving the building, go to a clear area well away from the building. Do not obstruct fire hydrants or the responding fire/rescue workers and their equipment.
- Do not re-enter the building until instructed to do so by your supervisor or fire/rescue worker.

Periodic fire emergency drills may be conducted. Your life and the lives of others will depend on your cooperation.

Emergency plan: This Company has a responsibility for minimizing the danger to life, property, and job security arising from the effects of fire, riots, civil commotion, and natural and man-made disasters. To accomplish this purpose, an emergency response team has been appointed to respond to emergencies. Their responsibilities include the following:

- Arrange for evacuation of employees
- Render first aid
- Salvage and restore company operations

Employee Privacy

DGC Environmental Services, Inc. recognizes our employees' rights to privacy. In achieving this goal, the company adopts these basic principles:

1. The collection of employee information will be limited to that which the company needs for business and legal purposes.
2. The confidentiality of all personal information in our records will be protected.
3. All in-house employees involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action.
4. Internal access to employee records will be limited to those employees having an authorized, business-related need-to-know. Access may also be given to third parties, including government agencies, pursuant to court order or subpoena.
5. The company will refuse to release personal information to outside sources without the employee's written approval, unless legally required to do so.

Employees are permitted to see the personal information maintained about them in the company records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their company records.

E-Mail and Computers

- E-mail and other computer files are to be used for business purposes only. Use of DGC Environmental Services, Inc. computer assets for personal reasons is strictly prohibited and all computer passwords must be available to management at all times. Management reserves the right to enter, search and monitor the computer files or e-mail of any employee, without advance notice, for business purposes, such as investigating theft or fraud, disclosure of confidential or proprietary information, personal abuse of the system or monitoring workflow or productivity of employees.

5.6 Chemical Hazard Communication Program

DGC's service personnel use a number of chemicals in the course of providing service to our customers. It is imperative that these employees be familiar with the proper use, the safety issues, and the dangers of these chemical. Managers and supervisors are responsible for obtaining the necessary training and certifications through IFAS to supervise their crews in the use these chemicals. All employees are responsible for attending internal training when offered. Each truck has been issued an MSDS book containing the label and material safety data sheet for each chemical used. Each truck has also been issued appropriate safety garb, including gloves and goggles. (If equipment is needed, please contact the office immediately.)

The following is a list of chemicals, with summaries of the safety issues and immediate first aid information. For more details, consult the book provided. **NOTE: if a person is unconscious, DO NOT induce vomiting or give anything to that person-call 911 immediately.** Report all incidents to your supervisor or manager immediately. When seeking medical attention, have label or MSDS sheet for the chemical involved available. Poison control center-call **Poison Help Hotline: 1-800-222-1222** from anywhere in the United States. Chemicals commonly used include:

2-4-D-Amine - Herbicide; RISKS-Swallowing: moderately toxic, Eyes-may cause severe irritation with corneal injury (possibility of permanent impairment or even blindness); Inhalation-single exposure to vapors not known to be hazardous; Although slightly toxic, it is not known as a skin irritant; Signs of excessive exposure include nausea, vomiting, abdominal cramps and diarrhea. PERSONAL PRECAUTIONS: safety glasses or chemical goggles. FIRST AID: If swallowed-do not induce vomiting, give plenty of water, get medical attention immediately; If in eyes, flush with water (holding eyelids open) for a minimum of 30 minutes and prompt medical attention is essential. If on skin, wash thoroughly with soap and water (if irritation, get medical attention).

2-4-D-Amine 4 - Herbicide; RISKS-see 2-4-D-Amine, note that with inhalation, overexposure to 2-4-D-Amine 4 may cause irritation of the respiratory tract; PERSONAL PRECAUTIONS: safety glasses or chemical goggles, respiratory protection equipment. FIRST AID: If swallowed-give one or two glasses of water and induce

2013 / 2014
ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT
CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

RECEIPT # 1003298
EXPIRES SEPTEMBER 30, 2014

FACILITIES OR
MACHINES

/ ROOMS

SEATS

EMPLOYEES

20

TYPE OF BUSINESS/

DGC Environmental Services Inc

DBA NAME

DGC Environmental Services Inc

MAILING ADDRESS

853 S Kings Hwy
Fort Pierce, FL 34945

BUSINESS LOCATION

853 S Kings Hwy
Fort Pierce, FL 34945

St Lucie County

2311-443-0001-000/9

P050000137319

Paid 07/24/2013 27.55

0099-20130724-017246



RENEWAL ORIGINAL TAX
PENALTY COLLECTION COST
TOTAL \$27.55

RENEWAL ORIGINAL TAX
PENALTY COLLECTION COST
TOTAL \$27.55

2013 / 2014
ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT
CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

RECEIPT # 1012169
EXPIRES SEPTEMBER 30, 2014

FACILITIES OR
MACHINES

/ ROOMS

SEATS

EMPLOYEES

15

TYPE OF BUSINESS/

DGC Environmental Services Inc

DBA NAME

DGC Environmental Services Inc

MAILING ADDRESS

853 South Kings Highway
Fort Pierce, FL 34945

BUSINESS LOCATION

853 South Kings Highway
Fort Pierce, FL 34945

St Lucie County

2311-443-0001-000/9

P050000137319

Paid 07/24/2013 27.55

0099-20130724-017246



RENEWAL ORIGINAL TAX
PENALTY COLLECTION COST
TOTAL \$27.55

RENEWAL ORIGINAL TAX
PENALTY COLLECTION COST
TOTAL \$27.55

P050000137319

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2014-141

EXOTIC VEGETATION CONTROL SERVICES

The Stuart City Commission, Stuart, Florida, invites proposals from qualified and experienced contractors for Exotic Vegetation Control Services in accordance with specifications.

Description: Provide three (3) types of services for Exotic Vegetation Control Services for the City of Stuart. Services to include, but not be limited to, quarterly treatment/control maintenance, exotic clearing and/or removal of all species of exotic, and destruction of extremely dense exotic vegetation that are located in and on areas identified by the City.

A complete RFP package, which contains submittal information and response format, can be requested from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Procurement & Contracting Services Division by calling (772) 288-5308. The City of Stuart is not responsible for the content of any RFP package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Procurement & Contracting Services Office until 4:00 pm, Wednesday, May 7, 2014. **Contact Lenora Darden at ldarden@ci.stuart.fl.us or by fax at (772) 600-0134.**

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies of their proposals, containing all of the required information **no later than 2:30 pm, Wednesday, May 14, 2014**. Submittals must be sent to Procurement & Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered. Submittals will be opened as soon as practicable thereafter.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2014-141 "Exotic Vegetation Control Services"

Publish Date: April 24, 2014

Stuart City Commission
City of Stuart, Florida

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines and requests submission for accepting proposals in response to the City of Stuart's solicitation for licensed and experienced contractors and individuals to provide exotic vegetation control services, including all labor, supervision, products and tools, and equipment necessary to complete the services as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"City Project Manager or designee" shall mean the person responsible for project management or City contact.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Procurement and Contracting Services Office
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. It is the city's intention that this RFP be awarded to one proposer. However, if determined in the City's best interest, the City reserve the right to award item by item and or group by group or on an all or none basis.

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact Lenora Darden, Buyer, regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: ldarden@ci.stuart.fl.us or facsimile: (772) 600-0134. The Purchasing Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Division.

1.7 TIMETABLES

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On April 24, 2014 the City issues the RFP.
- B. From April 24, 2014 to May 7, 2014, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on May 14, 2014.
- D. The City will review and evaluate the proposals in a timely manner.
- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals.
- G. Anticipate effective date of the Contract for these services are intended no later than June 2014.

1.8 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2014-141 “Exotic Vegetation Control Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON WEDNESDAY, MAY 14, 2014.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Division, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.11 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 6.2) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed, with the exception of crew type laborers. The proposer must include, in writing the **name and address of the Subcontractor**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item 5.4). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any proposer if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted"**.

1.17 PUBLIC RECORDS: In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.18 LICENSES AND PERMITS

- A. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.
- B. **Permits:** If permits are required, it shall be the responsibility of the successful proposer to obtain any and all permits, including applications and fees, required to complete this service.

1.19 BUSINESS TAX RECEIPT

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

1.20 SAFETY STANDARDS

For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal safety regulations for wiring methods and grounding of electrical equipment, and including the following:

- Department of Environmental Protection (DEP)
- International Society of Arboriculture (ISA)
- American Society of Consulting Arborists (ASA)

1.21 GUARANTEE

The successful proposer shall guarantee workmanship for the duration of the contract period. Awarded contractor shall ensure successful performance of the work for the service intended and assure all areas treated achieve an exotic kill rate of at least 95% after initial treatment of all exotic plants. If any areas treated by the Contractor do not meet the 95% kill rate based on inspection by City staff, it will be the Contractor's responsibility to retreat the previously treated areas at no cost to the City of Stuart.

1.22 OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.23 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Contract Amendment:** The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services, including but not limited to additional service areas/locations, based upon a formula or method which is the same or similar to that used in establishing the priced in this RFP. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

1.24 NON EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.25 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.26 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.27 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 6.3). Proposer's submission of their RFQL constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.28 COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.29 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

1.30 TERMINATION OF AGREEMENT

The CITY shall have the right to terminate this Agreement, in its sole discretion at any time, with cause, upon seven (7) calendar day's written notice and without cause. The CITY shall pay CONTRACTOR compensation for services rendered prior to the effective date of termination. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or any consequential or incidental damages. In the event of termination, CONTRACTOR shall cooperate with the CITY in the retrieval of all information and documentation to be taken into the CITY's possession within thirty (30) calendar days from notice of termination.

1.31 SUSPENSION

The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages.

PART II STATEMENT OF WORK

2.1 PURPOSE

The purpose of this proposal is to solicit qualified, experienced firms or individuals to provide three (3) types of professional services for Exotic Vegetation Control for the City of Stuart. Services to include, but not be limited to, quarterly treatment/control maintenance, exotic clearing and/or removal of all species of exotic, (invasive and nuisance trees, vegetation including plants, shrubs and

vines), and destruction of extremely dense exotic vegetation that are located in and on areas identified by the City. It is highly recommended that all project lands be inspected prior to submitting a proposal for the requested services.

2.2 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

- A. Contractor must provide current proof of all required Federal and State herbicide/pesticide spray licenses to be regularly engaged in exotic vegetation control services.
- B. Contractor must comply with any necessary permits and protect the natural environment.
- C. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.
- D. The Contractor must use trained personnel with adequate experience and skills to perform the work and provide information related to similar work performed within the last five (5) years.
- E. Contractor must submit their firm's Safety Program.
- F. Completion and submission of Questionnaire form (Item 6.5).

2.3 WORK OBJECTIVE

- A. **Type 1 Service:** Quarterly maintenance of previously cleared existing uplands and wetlands within project areas which may include, but not be limited to, use of hand tools, chain saws, and utilizing appropriate spray treatment herbicides that target FLEPPC Category 1 exotic vegetation. Herbicide Requirements are as follows:
 - Methods for treatment must be consistent with all Federal and State Regulations, and South Florida Water Management District, and applied in accordance with current manufacture's label. Contractor agrees that herbicides selected target only exotic species and desirable native or planted species are not affected. Herbicides selected shall be appropriate for exotic species as listed in the 2013 Florida Exotic Pest Plant Council Invasive Plant Lists (FLEPPC) Category 1 exotic vegetation, and shall provide a kill rate of at least 95% after initial treatment. The contractor shall comply with all regulations to protect the natural environment.
- B. **Type 2 Service:** Destruction of FLEPPC Category 1 exotic vegetation within project areas that have not been previously cleared, or have not been adequately maintained, and now require more extensive treatment than service Type 1, and may include, but not limited to, spray treatment, cutting and/or removal of invasive vegetation, vines, and mature invasive trees. It may be necessary to cut and treat invasive vegetation, sever mature invasive trees and fell in place or may require removal from site depending on site conditions.
- C. **Type 3 Service:** Destruction of extremely dense exotic vegetation within the project areas will require specialized machinery. Examples of machinery may include, but not limited to, bull

dozers, roller choppers, or tracked machinery outfitted with chipper/mulching cutter head, and/or other heavy machinery appropriate to provide the most effective and cost-efficient methods for removal of invasive plants, trees, and exotic vegetation. Machine operators must be skilled in clearing and identification of exotic and nuisance vegetation species, mainly Brazilian pepper, oriental climbing fern, guava, primrose willow and Melaleuca. Contractor shall identify any alternate method(s) proposed for machine stability related to any muck issues on the site. Include in the submittal model numbers, age and manufacturer of equipment to be used (Item 6.6).

1. If job conditions or a designated area is deemed unsuitable for the Contractor to complete his work, the Contractor must notify the City Project Manager or designee within two (2) days of the interruption in service takes place.
2. The work areas with predominantly pine and sabal palm overstory and saw palmetto understory are not to be cleared. Scattered sabal palms and the mangrove fringe are to be preserved.

2.4 PROJECT AREAS/LOCATIONS

- A. **Haney Creek Watershed Project:** This project consists of approximately 110 acres of native uplands and wetlands under City ownership surrounding the transition from freshwater to tidal influences in Haney Creek. These lands include portions of a freshwater swamp, surrounding uplands and wetlands, and tidal portions of Haney Creek tributary to the St. Lucie River. The project generally lies north and south of Baker Road and east of US 1, with a small area south of SR 707. The Haney Creek Project is accessible from the main trailhead north of Baker Road and from Green river Parkway and SR 707. The two parcels that touch SR 707 are accessible from SR 707.
- B. **Heart of Haney Creek:** The Heart of Haney Creek property is comprised of 53 acres, (approximately 20 acres eradicated of exotic vegetation in 2013) contiguous land located immediately north of the St. Lucie Estuary in downtown Stuart, Florida. The parcel's upper reaches comprise the freshwater headwaters of Haney Creek. In 2011, the City purchased the site for conservation after an intense commercial land development was planned but not constructed. The site considered one of the most diverse coastal habitats in South Florida, and includes sand pine, live oak, mangrove swamp, mixed hardwood swamp, freshwater marsh, and wet prairie. It provides habitat for ferns, bromeliads and other native plants, and wildlife including the American alligator, Wood Stork, Great and Snowy Egrets, Florida sandhill crane, bald eagle, manatee, gopher frog, Eastern diamondback rattlesnake, gopher tortoise, Florida scrub jay, Eastern indigo and Florida pine snakes. The Heart of Haney will become part of a large area of publicly owned lands currently accessible to the public via a trailhead, with its own set of trails connected to existing ones to the north and future trails to the St. Lucie Estuary.
- C. The Project Exhibits as identified in Part V contains the following:
 - Exhibit "A" shows the Haney Creek Watershed Master Plan and major features within it including trails, wetlands, uplands and stormwater management improvements. All lands within the bold black boundary lines are within the project and are subject to regular maintenance to remove exotic vegetation (service type 1).

In addition, those lands west of the west leg of the north trail system are to be included, this being the flow-through marsh and three small isolated wetlands and native uplands just west of the flow-through marsh and east of Felix Williams Elementary (service type 1).

- Exhibit “B” shows the Heart of Haney Creek 53 acre site highlighted in red. Approximately 20 acres of the 53 acre site was eradicated of dense exotic vegetation in 2013. These 20 acres are subject to regular maintenance to remove regrowth of exotic vegetation (service Type 1). The remaining 33 acres will require service Type 3 at some time in the future to be determined by the City.
- Exhibit “C” shows a list of Category 1 exotic vegetation plants.

2.5 SERVICING PROCEDURES

All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the City Project Manager. Any additional service considered necessary by the Contractor shall be authorized by the City prior to the commencement of the service.

At no cost to the City, the Contractor shall meet with the City’s Project Manager at the site where work is needed to determine the type of work to be performed. The Project Manager may require the Contractor’s representative to attend a pre-construction meeting prior to the commencement of work at each project. Contractor shall submit a written estimate (proposal/work order). This estimate shall include a total firm cost to the City itemized as follows: hourly rate, labor hours / equipment, a brief description of the work, location of work, and projected completion time.

If the City is interested in proceeding with the work identified on the Contractor’s written estimate, the City Project Manager will provide Contractor with notice to proceed for commencement of work.

Upon completion of services, the City reserves the right to request the Contractor’s assigned supervisor to review and provide written acknowledgement/documentation that work performed by their operator has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor and submitted to the City Project Manager or designee within 24 hours of performing the inspection. Reports are to be emailed or faxed to the City Project Manager or designee. Email or fax information will be provided at the time the project quote is requested. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested on the qualifications questionnaire and must be approved by the City.

If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the City Project Manager or designee.

2.6 CONTRACTOR RESPONSIBILITIES

- A. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.
- B. The Contractor shall have the ability to provide personnel (ground crews) for direct application of herbicide and manual removal of exotic vegetation. Contractor shall provide sufficient ground crew to complete the requested service.
- C. Contractor must provide a Supervisor that possesses the qualifications as specified below:
- knowledge and at least three (3) year of substantial experience in plant identification and current control technologies for invasive exotic plants common to South Florida including all species on the latest version of the Florida Exotic Pest Plant Council's list of invasive species;
 - Maintain valid Florida Department of Agriculture and Consumer Services certification in the Aquatics and/or Natural Areas categories;
 - Knowledge of data and record keeping;
 - Ability to operate GPS receiver and collect spatial data;
 - Ability to work under adverse physical and weather conditions, including high humidity and temperature;
 - Knowledge of poisonous plants and animals, biting insects, and hostile terrain;
 - Ability to operate and conduct field maintenance of vehicles, spray and other equipment; and to recognize and avoid hazards associated with equipment operation.
- D. Supervisor shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City for coordination of services. Supervisor will be responsible for overseeing all work performed, including but not limited to the following:
- Ensure quality, necessary coordination of each project and adherence to cost and time schedules.
 - Ensuring availability and compliance with all appropriate herbicide labels, laws, regulations & permits;
 - Assuring equipment is safe and in proper working condition;
 - Avoiding damage to all non-target species;
 - Overseeing all control activities and safety on project sites; and
 - Ensuring that all crew members, if applicable, are knowledgeable of and remain within the property and treatment boundaries and are able to communicate in a common language.
 - It is essential that the supervisor be aware of the potential impacts and liabilities of misapplication of herbicide and how to avoid them.

2.7 SAFETY RESPONSIBILITIES

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including securing all herbicides from

public access. The Contractor shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The City shall not be responsible for safety on or off the job site.

In the event of an herbicide spill by the Contractor, the Contractor shall be the sole responsible party for reporting reportable quantities to the Florida Department of Environmental Protection and is liable for all damages and site remediation.

The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall report any such incident to the City's Project Manager immediately. Any spills or leaks that occur must be cleaned up immediately, properly contained and removed from the site as soon as possible. Petroleum products, motor oil, grease, etc. will not be allowed to be stored on the site after work hours. Any Contractor violations of State environmental regulations will be the responsibility of the contractor.

No intentional harassment, killing, or disturbing of wildlife by the contractor or their employees is allowed. The contractor will notify the City of Stuart immediately if any wildlife species are harmed.

Contractor agrees that transporting, storing, and applying of the herbicides shall be in accordance with federal, state, and local regulations, and the current manufacturer's label. No full, empty or partially empty containers shall be left on the site after application hours. All empty containers shall be triple rinsed and made unusable. The contractor shall be required to supply rinse water and containers to store rinsate. The contractor shall dispose the rinsate and empty herbicide containers off-site in accordance with all federal, state, and local regulations. All herbicides purchased, shipped and stored for use under this agreement shall display the original manufacturer's label at all times. The contractor shall take all necessary precautions to prevent any contamination of the surface and ground waters as required by the regulatory agencies. All oil, chemicals, fuel and the like shall be disposed of off-site in an approved manner per federal, state, and local regulations.

Pesticide product labeling is the primary method of communication between an herbicide manufacturer and the users and provides instructions on how to use the product safely and correctly. The Contractor must review and comply with all conditions set forth in the pesticide label.

Prior to the application of a pesticide with restrictions the District Project Manager will determine who will be responsible for notifying affected property owners and the public of any use restrictions listed on the labels of the products used.

The Contractor shall also provide and ensure employees wear personal protective equipment in accordance with herbicide labels, and laws and follow equipment safety standards. Contractor shall require employees to wear uniforms and/or identification of the contractor's company name at all times while on city property. All vehicles shall be labeled with the Contractor's name.

The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).

Trees and debris must be prevented from falling into canals and adjacent private properties. If this occurs, work must cease until the tree or debris is immediately removed from the adjacent property or canals or any such area where it is not desirable. No tree should be treated and left standing if it is possible that it could fall into a waterbody or adjacent property at a later date.

It shall be the Contractor's responsibility to exercise caution in the vicinity of any utility. The Contractor shall be responsible for any damage done to any utility. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever. The Contractor shall be responsible for any other type of damage that occurs as a result of their activities.

All equipment shall arrive on City's properties clean of any and all plant matter including spores and seeds. Precautionary steps must be taken with all boats, buggies, four-wheel drive vehicles, field personnel attire and other equipment every time the equipment is moved between sites or within a site that has areas of high infestation.

The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species including but not limited to the Endangered Species Act. The Contractor shall not harass or injure any native wildlife. The Contractor shall also be aware and prevent damage to any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of U.S. Fish and Wildlife Service (USFWS) and FWC.

2.8 INSPECTION and DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to final inspection to insure compliance with the terms of the RFP. The Public Works Director or designee will make final inspection of the work when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The City agrees to provide inspection of the reported work within two (2) calendar days thereafter, which shall be stated in such notice. Any work found to be unsatisfactory by the City shall be reported to the contractor's assigned supervisor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.9 BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that services as required are scheduled **between the hours of 7:00 AM and 3:00 PM; Monday through Friday, any exceptions must have prior approval by the City.**

B. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays**

- | | |
|------------------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day & Day After | Christmas Day |

2.10 PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, as necessary for the protection of the work and the safety of the public.

The Contractor shall at all times guard against injury to its employees, and damage or loss to the property of the City of Stuart. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2.11 BONDS

Bonds may be requested on a per project basis. Bond information is as follows, if applicable:

- A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal. The bond shall be an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.
- B. **Performance Bond:** The successful proposer, when awarded a contract, will be required to furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSION

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1: Experience/Knowledge/Qualifications

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP, including submission of firm's Safety Program. Contractor must provide details of experience and qualifications for exotic vegetation control and removal services. Present experience with techniques, trade standards, quality workmanship, cost control, management of projects, and applicable codes. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and team, corporate structure, ownership interest, and the length of company's existence. The firm shall provide competent and qualified personnel sufficient to effectively carry out its responsibilities under the Contract. The Contractor must identify a Supervisor for this Contract. Supervisor shall possess the qualifications as specified in Item 2.6. The Contractor must use trained personnel with adequate experience and skills to perform the work and provide information related to similar work performed within the last five (5) years. The contractor shall provide resumes for personnel assigned to this project that include job skills, education, training, experience, and licenses. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed, with the exception of laborers as identified in item 1.15.

Tab 2 ~ Task Approach/Operational Plan: This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and equipment as it pertains to type of service requested. Also describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Describe all quality control implementation procedures. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff. Contractor must provide copies of all required State of Florida permits/licenses related to type of services requested in this RFP.

Tab 3 ~ Compensation Schedule: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses. (Item 6.1)

Tab 4 ~ Equipment List: Provide evidence that firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of work, and include all equipment utilized to complete this project in Item 6. 6.

Tab 5 ~ Past Performance/References in similar activities in Florida: Provide a minimum of three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project (Item 6.3) The title and a brief description of each project shall include:)

- Client (contact person, address, telephone number)
- Contract Dates
- Nature of work involved in project
- Total Value of the Project

Tab 6 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 6.2. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Tab 7 ~ Submittal Forms & Information: Include subcontractors information (Item 6.4) and questionnaire form (Item 6.5)

Tab 8 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

- Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- Signature on the transmittal letter shall certify the veracity of these statements.

Tab 9 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 10 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. General:** The City’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City’s evaluation criteria will include, but not be limited to, consideration of the following:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Overall experience, knowledge, & qualifications	35 pts
Task Approach/Operational Plan	25 pts
Past Projects of similar nature in Florida	10 pts
Proposed price for work to be accomplished	15 pts
Equipment Utilized to Accomplish Work/Project	15 pts

- B. Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- C. Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City’s sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.
- D. Contract Award:** All responsive proposals submitted in response to this solicitation will be evaluated and considered. After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to award to the top ranked firm. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will award to the next highest ranked firm. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. Terms and Conditions

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of

business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

- F. Contact Person:** Questions or requests for additional information shall be directed to Lenora Darden, CPPB, Purchasing Buyer, at (772) 288-5308, fax (772) 600-0134, or email: ldarden@ci.stuart.fl.us between the hours of 7:30 a.m. and 4:00 p.m., local time, weekdays.
- G. Purchasing Card Program:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Proposer(s) can take advantage of this program and in consideration receive payment within several days, instead of the City’s policy of Net 30 Days After Receipt of Invoice (ARI).
1. Proposers are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers’ offered price. If the committed bidder is awarded the contract, the award will be at the *negotiated contract* price.

EXHIBIT A – HANEY CREEK WATERSHED MASTER PLAN

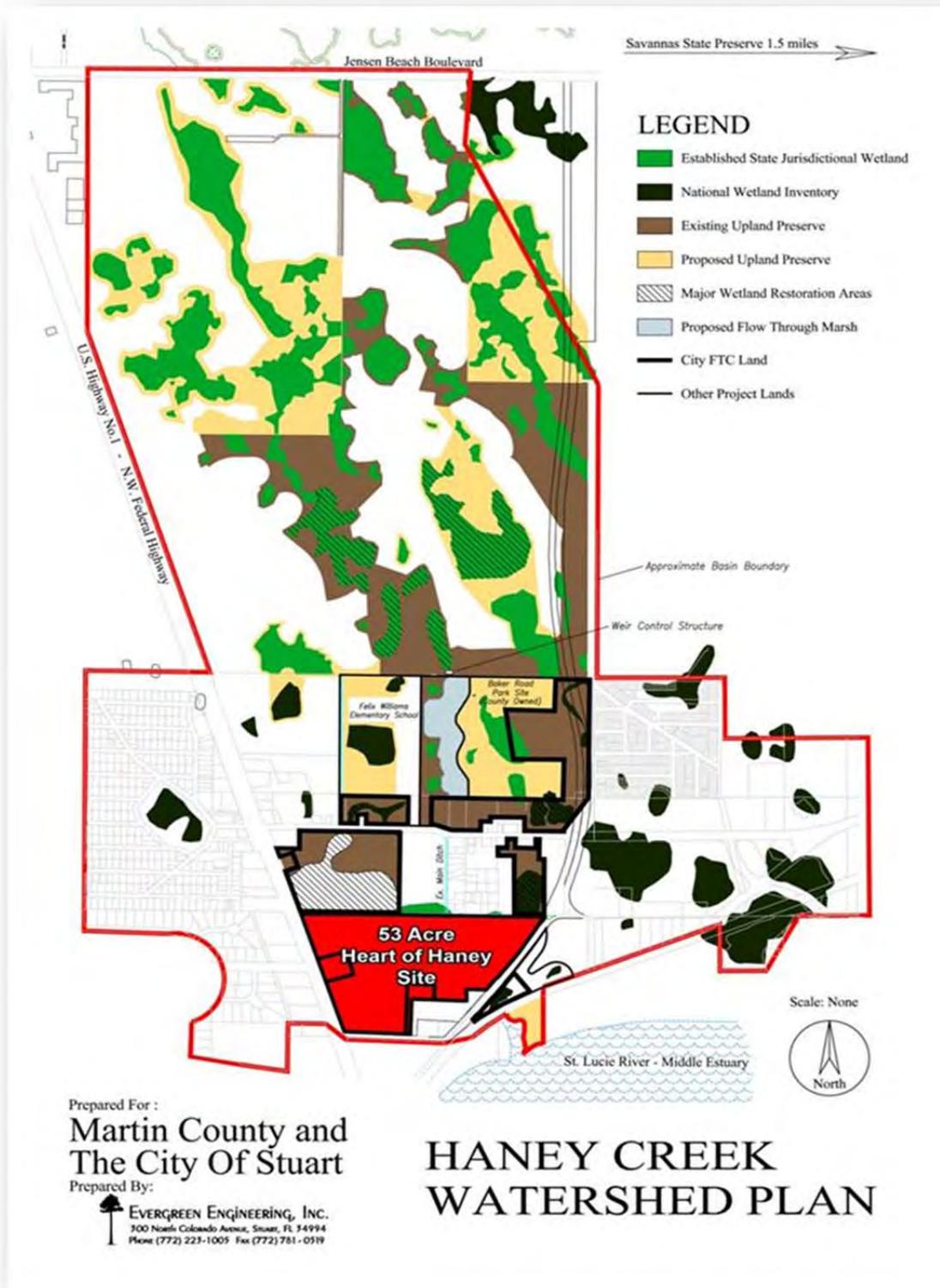


EXHIBIT B – HEART OF HANEY CREEK

Heart of Haney Creek



EXHIBIT C – FLORIDA EXOTIC PEST PLANT COUNCIL LIST (PAGE 1 OF 2)

FLEPPC List Definitions: *Exotic* – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native* – a species whose natural range includes Florida. *Naturalized exotic* – an exotic that sustains itself outside cultivation (it is still exotic; it has not “become” native). *Invasive exotic* – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations: Government List (Gov. List): P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services; N = Noxious weed listed by Florida Department of Agriculture and Consumer Services; U = Noxious weed listed by U.S. Department of Agriculture. Regional Distribution (Reg. Dist.): N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the adjacent map.



Citation example:

FLEPPC. 2013. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet. <http://www.fleppc.org/invlist.htm>

The 2013 list was prepared by the FLEPPC Plant List Committee:

Patricia L. Howell, Chair (2012-present), Broward County Parks, Natural Resources and Land Management Section, 950 NW 38th St., Oakland Park, FL 33309, (954) 557-8137, phowell@broward.org

Janice A. Duquesnel, Florida Park Service, Florida Department of Environmental Protection, 77200 Overseas Highway, Islamorada, FL 33036, (305) 664-8455, Janice.Duquesnel@dep.state.fl.us

David W. Hall, Private Consulting Botanist and Author, 3666 NW 13th Place, Gainesville, FL 32605, (352) 375-1370, F (352) 377-2729

Roger L. Hammer, Retired Naturalist and Author, 17360 Avocado Drive, Homestead, FL 33030, rkhaact44@comcast.net

Colette C. Jacono, Florida Museum of Natural History, PO Box 110575, Gainesville, FL 32611-0575, (352) 318-2931, colettej@ufl.edu

Kenneth A. Langeland, University of Florida-IFAS, Center for Aquatic and Invasive Plants, 7922 NW 71st St., Gainesville, FL 32653, (352) 392-9614, gator9@ufl.edu

Chris Lockhart, Habitat Specialists, Inc., c/o P.O. Box 243116, Boynton Beach, FL 33424-3116, (561) 738-1179, chris@lockhart.org

Jean McCollom, Florida Fish and Wildlife Conservation Commission, PO Box 716, Felida, FL 33930, (863) 612-0775, Jean.McCollom@myFWC.com

Gil Nelson, Gil Nelson Associates, 127 Leonard Dr., Thomasville, GA 31792, gil@gilnelson.com

Jimi L. Sadle, Everglades National Park, 40001 State Road 9336, Homestead, FL 33034, (305) 242-7806, jimi_sadle@nps.gov

Daniel B. Ward, Department of Botany, University of Florida, 220 Barram Hall, Gainesville, FL 32611

Richard P. Wunderlin, Institute for Systematic Botany, Department of Cell Biology, Microbiology & Molecular Biology, University of South Florida, 4202 E. Fowler Ave., ISA 2015, Tampa, FL 33620, (813) 974-2359, rwunderl@usf.edu

For more information on invasive exotic plants, including links to related web pages, visit the Florida EPPC web site: <http://www.fleppc.org>

Application for Membership in the Florida Exotic Pest Plant Council

Annual Membership Levels (circle one)

Individual		Institutional	
Student	\$10	Library	\$100
General	\$30	General	\$100
Donor	\$75 +	Contributor	\$501 – \$10,000
		Patron	\$10,001 +

FLEPPC is a 501(c)(3) nonprofit organization.

NAME _____

ORGANIZATION _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

Mail application & dues, payable to FLEPPC, to:

Florida EPPC, Treasurer

PO Box 23426

Fort Lauderdale, FL 33307

(Or join online at www.fleppc.org)

Florida Exotic Pest Plant Council's 2013 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to support the management of invasive exotic plants in Florida's natural areas by providing a forum for the exchange of scientific, educational and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatics Plants, or in local ordinances are regulated by law.

Purpose of the List:

To focus attention on —

- ▶ the adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- ▶ the habitat losses in natural areas from exotic pest plant infestations,
- ▶ the impacts on endangered species via habitat loss and alteration,
- ▶ the need for pest plant management,
- ▶ the socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- ▶ changes in the severity of different pest plant infestations over time,
- ▶ providing information to help managers set priorities for research and control programs.



www.fleppc.org

PART VI RFP SUBMITTALS

6.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service.

Service Type No.	Description	Unit of Measure	Unit Price
1	Quarterly Maintenance as described in Item 2.3A	Quarterly	\$
2	Destruction removal and clearing in accordance with Item 2.3B	Per Acre	\$
3	Equipment and Operator rate for extreme dense in accordance with Item 2.3C	Hourly	\$

<p>Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input type="checkbox"/></p>

The Respondent certifies that as a condition of submitting, firm will hold good his proposal prices for a minimum period of sixty (60) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer’s response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent’s Initials _____

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

6.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right 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 A.M. 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.
- C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
 2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
 3. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.

6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.

8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

* For construction projects include ...owners & contractors protective for construction projects

** For construction projects include ...per job, per policy year

*** For construction projects include ... Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

6.3 REFERENCE / PAST PROJECTS FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:	Fax:	Email:
Date of Service or Contract Period:	Location	
Summary of Services Performed	Governmental or Private	
Dollar Value of Contract \$		

#2 REFERENCES

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:	Fax:	Email:
Date of Service or Contract Period:	Location	
Summary of Services Performed	Governmental or Private	
Dollar Value of Contract \$		

#3 REFERENCES

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:	Fax:	Email:
Date of Service or Contract Period:	Location	
Summary of Services Performed	Governmental or Private	
Dollar Value of Contract \$		

Company Name _____

6.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____ _____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____ _____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____ _____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____ _____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>

Company Name _____

6.5 QUESTIONNAIRE FORM

THIS IS A FILLABLE FORM

1. How many years has your organization been in business as a contractor?

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

3. Have you any similar work in progress at this time? Yes No

4. Have you ever failed to complete work awarded to you? If so, where and why?

5. Provide office hours, dispatch method, and contact information of staff responsible for coordination of services. Name: _____ Phone No. _____
Dispatch Method: _____ Fax No. _____ Email: _____

6. Have you personally inspected the proposed work and have you a complete plan for its performance? Yes No

7. Contractor to provide details of uniform and identification worn by employees.

8. Is your firm in compliance with Section 2.3, Minimum Qualifications & Experience? Yes No

9. Please list the type/number of certified contractor license(s)

6.6 EQUIPMENT SUPPLIED BY CONTRACTOR

Provide evidence that firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of work, and include all equipment utilized to complete this project.

ITEM	QTY	DESCRIPTION	MODEL#	YEAR	MANUFACTURER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

COMPANY NAME: _____

6.7 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. These forms are to be submitted with proposal package.

- 1. Letter of Transmittal Yes No
- 2. Acknowledgment of addendum & submission with RFP Yes No
- 3. All forms as requested in Section VI Yes No
- 4. Proof that Firm name is registered with their State of Origin Yes No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits, W-9 etc. proof included for all required Federal and State herbicide/pesticide spray licenses Yes No
- 6. Submit any data in reference to Contract Performance/ Criteria as requested Yes No
- 7. Evidence of Insurance Yes No
- 8. Additional Data is submitted (Optional) Yes No
- 9. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes No

RFP 2014-141
(to be submitted with RFP response)

COMPANY NAME: _____

6.8 STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Request for Proposal.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature Title

Telephone Number _____ Date _____

6.9 SAMPLE CONTRACT

PROJECT: RFP #2014-141: EXOTIC VEGETATION CONTROL SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2014 by and between _____" referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of services for Exotic Vegetation Control by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Exotic Vegetation Control Services pursuant to this Contract as hereinafter provided. These services will include all labor, supervision, products and tools, and equipment necessary to provide Exotic Vegetation Control Services.

Section 1. Scope of Service

Contractor shall to provide three (3) types of professional services for Exotic Vegetation Control for the City of Stuart. Services to include, but not be limited to, quarterly treatment/control maintenance, exotic clearing and/or removal of all species of exotic, (invasive and nuisance trees, vegetation including plants, shrubs and vines), and destruction of extremely dense exotic vegetation that are located in and on areas identified by the City.. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2014-141 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Time of Performance

The Contractor shall begin work within five (5) calendar days after issuance of work order request issued by the Project Manager for the City to the Project Manager for the Contractor. Contractor's work shall be completed within time specified on the work order request or written estimate. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

a. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

b. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

CITY will compensate Contractor for these Exotic Vegetation Control Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule / estimate shall include a total firm cost to the City itemized as follows: hourly rate, labor hours / equipment, a brief description of the work, location of work, and projected completion time. Contractor's pricing may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

3.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the work order request or written itemized estimate approved by the City Representative, address/location, type of work, and date of service, and purchase order number, date work was completed and accepted by the City.

3.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 4. Guarantee

The Contractor shall guarantee workmanship for the duration of the contract period. Contractor shall ensure successful performance of the work for the service intended and assure all areas treated achieve an exotic kill rate of at least 95% after initial treatment of all exotic plants. If any areas treated by the Contractor do not meet the 95% kill rate based on inspection by City staff, it will be the Contractor's responsibility to retreat the previously treated areas at no cost to the City of Stuart. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and

complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient services, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 5. **Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 6. **Contractor Responsibility**

6.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

6.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities

The Contractor shall assign a Supervisor and provide skilled ground crew personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including securing all herbicides from public access. The Contractor shall be responsible for protecting and safeguarding its employees and the general public in connection with the work and job site. The City shall not be responsible for safety on or off the job site.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Suspension

The CITY shall have the right to suspend all or any portion of the Services upon giving the CONTRACTOR two (2) calendar days prior written notice of such suspension in the event such suspension has become necessary to prevent any potentially hazardous situation to persons and/or property, an imminent loss of life, serious bodily injury or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety and/or property. In no event shall the CONTRACTOR be entitled to any additional compensation or damages.

Section 8. CITY's Obligations

8.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the City Project Manager or designee.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

TBD

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder, with the exception of crew type laborers.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection of the reported work within two (2) calendar business days thereafter, which shall be stated in such notice.

9.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right 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 A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services, including but not limited to additional service areas/locations and/or equipment, based upon a formula or method which is the same or similar to that used in establishing the priced in this RFP. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City

reserves the right to procure those services from other vendors. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Respondent and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Insurance and Indemnification."

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:

CITY

Cheryl White
City Clerk

Paul Nicoletti
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Mortell
City Attorney

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Brevard 7341 Office Park Place Suite 202A Melbourne FL 32940	CONTACT NAME: Maureen Harvey PHONE (A/C No. Ext): (321)757-8686 E-MAIL ADDRESS: mharvey@bbbrevard.com		FAX (A/C, No): (321)757-8687
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED DGC Environmental Services, Inc. Common Area Maintenance 853 S Kings Highway Fort Pierce FL 34945	INSURER A Homeland Ins. Co. of New York		34452
	INSURER B Atlantic Specialty Ins. Co.		027154
	INSURER C FCCI Insurance		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: CL1310111940

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			793001614-0000	10/13/2013	10/13/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							POLICY AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			793001612-0000	10/13/2013	10/13/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			793001615-0000	10/13/2013	10/13/2014	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 4,000,000
								\$
	DED		RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001-WC14A-72124	3/28/2014	3/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	POLLUTION LIABILITY			793001614-0000	10/13/2013	10/13/2014	EACH POLL CONDITION	\$ 2,000,000
	PROFESSIONAL SERVICES						PROFESSIONAL LIABILITY	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart Exotic Vegetation Control Services RFP #2014-141, Stuart City Hall Procurement & Contracting 121 S.W Flagler Ave Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard Slavik/MAUREE 

EXHIBIT D

**“EVIDENCE OF CONTRACTOR’S ABILITY TO MEET
THE CITY’S BONDING REQUIREMENTS”**

SureTec

June 2, 2014

City of Stuart
Procurement & Contracting Services Division
121 SW Flagler Avenue
Stuart, FL 34994

Re: DGC Environmental Services, Inc.
RFP No. 2014-141, Exotic Vegetation Control Services

To Whom It May Concern:

We have had the pleasure of handling the contract bonds for this excellent account. We have written bonds for DGC Environmental Services, Inc. and have approved numerous requests for bid and performance bonds in the \$50,000 single range with an aggregate limit in the \$100,000 range.

We understand that there is a potential for DGC Environmental Services, Inc. to be awarded the referenced project. DGC Environmental Services, Inc. is eligible for surety credit up to and including \$5,000 (ten percent (10%) of \$50,000) and they are capable of being bonded for this amount for the above referenced project.

Please note that the decision to issue performance and payment bonds is a matter between DGC Environmental Services, Inc. and SureTec Insurance Company, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason they do not execute said bonds.

SureTec Insurance Company



Tyler D. DeBord/Attorney-In-Fact