



City of Stuart

300 SW Saint Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

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LEGAL NOTICE FOR RFP #2011-95

EXOTIC VEGETATION CONTROL & REMOVAL SERVICES

The Stuart City Commission, Stuart, Florida invites proposals from qualified individuals and firms to provide Exotic Vegetation Control and Removal Services.

Description: Provide professional Exotic Vegetation Control and Removal Services for the City of Stuart. Services to include, but not be limited to, annual control maintenance and exotic destruction using appropriate treatment and/or removal of all species of exotic, invasive and nuisance trees, vegetation including plants, shrubs and vines that are located in and on areas identified by the City, to include but not be limited to, the Haney Creek Watershed area.

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 Purchasing Office at 300 SW Saint Lucie Avenue, Stuart, Florida, by calling (772) 288-5308 or 772-288-5320. The City of Stuart is not responsible for the content of any ITB/RFP package received through any 3rd party bid service or any source other than Onvia's DemandStar 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.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of their proposals, containing all of the required by **2:30 pm, Wednesday, MARCH 2, 2011**. Submittals will be accepted by hand delivery in the Purchasing Division Office, City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida. Submittals sent by overnight delivery or by U.S. Mail must be sent to Purchasing Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be returned to the firm unopened. Submittals will be opened as soon as practicable thereafter in the City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida

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 Bids to:
Stuart City Hall, Purchasing
121 SW Flagler Avenue
Stuart, Florida 34994

Hand Deliver Bids to:
Stuart City Hall Annex, Purchasing
300 SW Saint Lucie Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2011-95 "Exotic Vegetation Control and Removal Services"

Publish Date: January 28, 2011

Stuart City Commission

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PART I GENERAL INFORMATION

1.1 Definitions

For the purposes of this Request for Proposal, the respondent shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.2 Purpose

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide the services for the City as described herein.

1.3 Issuing Office and Location of Proposal Opening

Office of Purchasing
City of Stuart Annex
300 SW Saint Lucie Avenue
Stuart, Florida 34994

1.4 Request to Propose

The intent of this solicitation is to select the most highly qualified individual or firm to provide the services for the City of Stuart as described herein.

1.5 Contract Award

The City anticipates entering into a contract with the respondent who submits the proposal judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the respondent chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest.

The respondent understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

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

A standard City of Stuart contract form (Attachment B) will form the basis of the contract between the successful respondent(s) and the City. Additional terms and conditions may be added to or deleted from the contract through negotiations with the successful proposer.

1.6 Development Costs

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

1.7 Inquiries

The City will not respond to oral inquiries. Respondents may submit written inquiries for interpretations of this RFP to:

PURCHASING OFFICE
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Fax (772) 288-5381
e-mail: rbegley@ci.stuart.fl.us

The City will respond to written inquires received no later than **4:00 PM on February 23, 2011**. The City will record the questions asked and the answers given as well as any supplemental instructions in the form of written addenda. Receipt of all addenda issued by the City of Stuart pursuant to this RFP must be acknowledged by proposers. Failure to acknowledge all addenda may result in disqualification.

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 Purchasing Office.

1.8 Timetables

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

- A. On January 28, 2011 the City issues the RFP.
- B. From January 28, 2011 to February 23, 2011, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by 2:30 PM on March 2, 2011 at which time the proposals will be opened.
- D. From proposal opening time the City will review and evaluate the proposals in a timely manner.
- E. The City may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City expects to award the contract in April 2011. The City will notify the unsuccessful respondents when the City Selection Committee has made its written recommendation.

1.9 Delays

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

1.10 Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

By Mail to:
City of Stuart
Purchasing Office
121 SW Flagler Avenue
Stuart, Florida 34994

By Express or Hand Delivery to:
City of Stuart
Purchasing Office
300 SW Saint Lucie Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2011-95 “Exotic Vegetation Control and Removal Services”**. The envelope shall also include the Respondent’s return address.

Respondents shall submit one original and four (4) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of the proposal in a sealed, opaque envelope marked as noted above. The respondent may submit the proposal by mail or in person.

Due to the irregularity of mail service, the City cautions respondents to assure actual delivery of proposals to the Purchasing Office to the deadline set for receiving submissions. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308 prior to opening time for proposals. Proposals received after the established deadline will not be opened and will be returned to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person or by an authorized representative. Respondents 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. Proposals, once opened become the property of the City and will not be returned to the respondent. Proposals, once opened, become “public records” 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.

1.11 Addenda

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Respondent. Prospective Respondents must request from the Contracts Administrator such interpretation in writing. To be considered, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of written addenda. Failure of any respondent to receive any such addenda or interpretation shall not relieve any respondent from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Respondent shall verify that he has all addenda before submitting his proposal. All addenda issued by the City of Stuart in regard to this RFP must be acknowledged. Failure to acknowledge all addenda may result in disqualification.

1.12 Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The City of Stuart supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility.

1.13 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage (Attachment A) reflecting the minimum amounts and conditions as required by the City.

1.14 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 FS 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

1.15 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

PART II STATEMENT OF WORK

2.1 Introduction

With this Request for Proposals, the City of Stuart is soliciting proposals from qualified, experienced firms or individuals to provide professional Exotic Vegetation Control and Removal Services for the City of Stuart. Services to include, but not be limited to, annual control maintenance and exotic destruction using appropriate treatment and/or removal of all species of exotic, invasive and nuisance trees, vegetation including plants, shrubs and vines that are located in and on areas identified by the City, to include but not be limited to, the Haney Creek Watershed area. **All project lands should be inspected prior to submitting a proposal for the requested services.**

2.2 Scope of Services

- 1) The first type of service required is to maintain the existing uplands and wetlands within the project area free of FLEPPC Category 1 exotic vegetation, which lands are nearly exotic free and in good native habitat now. (service type 1)
- 2) The second type of service required is exotic destruction in two (2) different locations within the project area that either were not cleared of exotic vegetation in the original work, or have not been adequately maintained free of exotics, and now require more extensive treatment. (service type 2)
- 3) Project Area to be addressed in proposal: The Haney Creek Watershed Project consists of approximately 68 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. The two parcels that touch SR 707 are accessible from SR 707.

Attachment "C" 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). Also indicated on this Attachment are two (2) locations in which exotic vegetation control was either not fully completed

(Area 1, Melaleuca and Brazilian pepper at northeast corner of project along Green River Parkway), or in which exotic removal was completed but regular maintenance was not conducted since 2004 (service type 2), leading to substantial recovery of exotic species cover in this area (parcel south of SR 707 including both sides of tidal Haney Creek).

4) Methods for removal or treatment must be consistent with State Regulations and the South Florida Water Management District where applicable and may include spraying (one time and/or periodic) with appropriate herbicide for the species identified, severing and manual and physical removal where appropriate, mechanical grubbing or any combination of the above to provide the most effective and cost-efficient removal of exotics, invasive and nuisance vegetation.

5) Tree stumps on all sites must be chemically treated within 30 minutes of cutting. A follow-up chemical treatment must be done with 30 to 60 days for any re-sprouts as necessary.

6) Contractor should achieve an exotic vegetation kill rate of at least 95% after the initial treatment of all exotic plants. A follow-up re-treatment in 30 to 60 days following the initial treatment will be required, resulting in the percentage of exotic plants to levels no more than 5% on all sites.

7) Equipment used to access the areas must have rubber tires or a track mounted machine. The equipment operator must be capable of removing exotic species surrounded by native trees and plants without damaging native vegetation. In areas where machine access would impact native species or disturb soils, herbicide treatment and hand removal methods should be used.

8) Contractor agrees that herbicides selected shall be approved by the City of Stuart in order to ensure that exotic, nuisance species are eradicated and desirable native or planted species are not affected, and that the herbicide will be effective on targeted species and comply with all applicable regulations and in accordance with current manufacturer's label.

9) All vines, exotic or native, climbing up large native trees should be cut at ground level and at a height of 6 feet above the ground, leaving the vine to die in the tree.

10) Contractor agrees not to injure or kill non-nuisance or native vegetation. Contractor will assure replacement of non-target trees and other plants that are injured or lost due to contractor's negligence or carelessness. Replacement shall be based on the most current and accepted industry standards available with regard to plants injured or killed and consistent with City of Stuart environmental policies. Any property damaged by the Contractor, such as fencing, will be repaired/replaced at the contractor's expense. Any ruts or adjacent sod damage caused by the contractor's vehicles or equipment must be filled in and replaced.

11) All licenses and permits that are required shall be obtained and paid for by the contractor.

12) The contractor will comply with any necessary permits and protect the natural environment.

13) The contractor shall immediately report all fuel, oil, and hazardous material spills to the City of Stuart. The contractor shall immediately contain and clean up all spills in accordance with applicable federal, state, and local laws and regulations.

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

15) 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.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 Rules for Submissions

Individuals or firms interested in providing the required professional services shall submit one (1) original, marked "**ORIGINAL**", four (4) copies, each marked "**COPY**", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages must be received in the City of Stuart Purchasing Office by the advertised deadline.

Each respondent should ensure that they have received any/all addenda and amendments to this RFP **before** submitting their proposal. Respondents may check for any addenda by calling (772) 288-5308, via the City's website: www.cityofstuart.com, or by accessing DemandStar by Onvia at <http://www.demandstar.com>. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda may result in the proposal being determined to be non-responsive.

Delivery of a package to any City location other than the Purchasing Office does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered.

3.2 Submission Format

Proposals shall include the following information:

A Transmittal Letter will summarize in a brief and concise manner the professional's understanding of the scope of work and make a positive commitment to timely perform the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal, the letter must indicate the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's

offer to provide services addressed in the response to the City of Stuart's Request for Proposals. The transmittal letter shall not exceed two pages in length.

Tab 1: Company Profile/Qualification Data

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, and staff qualifications. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Basic Contract. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Basic Contract without written concurrence of the City.

Tab 2: Experience/Past Performance in similar activities in Florida

Firms shall provide a description of the experience of the firm with exotic plant eradication projects of a similar nature.

Tab 3: Approach Strategy

Provide an outline of the proposed manner in which the scope of work will be accomplished and the manner in which the approach shall demonstrate firm's capability to work within the City's budget and time constraints. Discuss your firm's knowledge as it relates to exotic plant eradication. Describe in detail your firm's exotic plant eradication procedures and safety policies. 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 term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 4: References

Provide a list of successful projects of a similar nature within the past three (3) years. The title and a brief description of each project shall include:

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

Tab 5: Fee/Cost Schedule

Proposals must include a Comprehensive Rate Sheet of the rates to be paid for the services described herein, to include but not be limited to, **1**) costs for annual maintenance of the project area, to be conducted quarterly or biannually at proposer's request, and consisting of application of herbicides appropriate to destruction of the exotic species found within the Project (service type 1) but outside of the two (2) particular exotic control areas listed (service type 2); **2**) costs for the destruction of the two (2) particular exotic-infested areas, being along the west side of Green River Parkway, and both sides of tidal Haney Creek on the parcel south of SR 707. The City will

consider herbicide and natural decay of dead vegetation, or machine removal, or a combination of both if appropriate. An annual maintenance fee for each area after the original exotic destruction should also be proposed. If there are other exotic infested areas that require more intense work than the simple maintenance requested as “service type 1”, please identify these areas and include a separate exotic control estimate for them within the “service type 2” proposed costs.

Tab 6: Insurance

Provide a statement agreeing to obtain (prior to award) Professional Liability Insurance with coverages as detailed herein. 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-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 7: Other 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 8: 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 will select the firm or firms which it feels are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests; the evaluation of submissions, and the resulting negotiated Contract. In all instances the City’s decisions will be final.

The City’s Weighted Selection Criteria will include the following:

- 1) **15 Points** – Company Profile/Professional Qualifications: Scoring will emphasize management, organization, availability of staff, and level of local government services.
- 2) **30 Points** – Experience/Past Performance: Scoring will emphasize direct project experience and success with a variety of projects including all aspects of exotic plant eradication projects.
- 3) **25 Points** – Approach Strategy: Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team.
- 4) **15 Points** – References: Scoring will emphasize quality of references.
- 5) **15 Points** – Fees/Cost: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees for each service requested.

B. Confidential Materials

The City of Stuart, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated** and each pertinent page must be clearly labeled "confidential" or "trade secret."

The City of Stuart gives no assurance as to the confidentiality of any portion of the response or other documents or exhibits provided once submitted. It is the responsibility of the respondent to seek counsel and determine applicability of the statute to their particular circumstances prior to submittal of their package.

C. Evaluation of Proposals

Proposals will be reviewed and evaluated as to the qualification to perform the services required by a Selection Committee, which shall consist of City staff. Proposals shall follow the criteria and informational format outlined above. Proposals will be evaluated using the above criteria. Although cost is an evaluative criterion, it is not necessarily the determining factor in an award of this proposal. The Selection Committee will make a recommendation for award to the City Commission. The City of Stuart reserves the sole and absolute right to select the most qualified individuals/firms solely from review of the packages submitted and request authorization to negotiate an contract with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate an contract with the highest ranked respondent(s). 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. By submitting a proposal, the respondent agrees to this selection and evaluation procedure. The City of Stuart reserves the right to request clarification on information submitted and to request additional information from one or more firms.

D. 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 a Contract with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate a Contract 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.

E. 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.

F. Negotiations

After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will

present the results of the negotiations to the City Commission with its recommendation for award and authorization to execute a contract.

If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with the respondent(s) shall be formally terminated. 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 continue negotiations until an agreement is reached. However, as stated in Paragraph 1.5 above, the City of Stuart reserves the right to award this contract to multiple vendors, to reject all proposals, to waive any irregularities or technicalities, and to re-advertise and solicit for other proposals if it is deemed to be in the best interest of the City.

G. 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 professional 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 the proposal opening date and time, 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 minor irregularities 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 Professional 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.

This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

H. Proposed Contract

The successful proposer shall serve at the pleasure of the City Commission. Please review the attached contract, Attachment B, and note any objections, or revisions that would be required by

the proposer within the submittal. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of contract are acceptable. This proposal document, any addenda issued during the solicitation process and the successful bidder's proposal as accepted by the City will become part of the contract by reference and attached thereto. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Contract.

I. Contact Person

All questions or requests for additional information shall be directed to Rebecca S. Begley, CPPB, A.P.P., FCCM, Contracts Administrator, at 772-288-5308, fax 772-288-5381, email: rbegley@ci.stuart.fl.us or Terry Iverson, Purchasing Manager, at 772-288-5320, fax 772-600-1202, email: tiverson@ci.stuart.fl.us.

PART VI ATTACHMENTS

- Attachment A: Insurance Requirements
- Attachment B: Proposed Standard Contract
- Attachment C: Haney Creek Watershed Master Plan

ATTACHMENT A

INSURANCE REQUIREMENTS

A. INSURANCE REQUIREMENTS

1. 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.

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.

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 Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

- | | |
|---|-----------------------|
| • Each Occurrence | \$1,000,000 |
| • Personal/Advertising Injury | \$1,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • General Aggregate | \$2,000,000 |
| • Fire Damage | \$100,000 Any 1 Fire |
| • Medical Expense | \$10,000 Any 1 Person |

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.

2. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.

3. **Business Automobile:** The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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 with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.

5. **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.

6. **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 Office of the Purchasing Manager. This certificate shall be dated and show:

(1) 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.

(2) 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.

(3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

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.

ATTACHMENT B

PROPOSED STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: **RFP #2011-95: EXOTIC VEGETATION CONTROL & REMOVAL SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2011 by and between _____ hereinafter 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 Exotic Vegetation Control & Removal Services 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 & Removal Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Exotic Vegetation Control & Removal Services.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Exotic Vegetation Control & Removal Services. The services will be those customarily attendant to Exotic Vegetation Control & Removal Services. 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 #2011-95 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 one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Exotic Vegetation Control & Removal Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 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 estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 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 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. 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 5. Contractor Responsibility

5.1 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.

5.2 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.

5.3 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 6. Termination

6.1 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.

6.2 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.

Section 7. CITY's Obligations

7.1 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 Milton Leggett, Deputy Public Works Director.

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

(name, title)
(mailing address)
(phone/fax)

Section 8. Persons Bound by Contract

8.1 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.

8.2 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. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Respondent may be requested to convey its bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 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 on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

8.5 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 9. 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 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Attachment A of the Request for Proposal and included in “**Exhibit B**” 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 Manger, 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 B**” attached hereto.

10.2 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 11. 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 12. Non-Appropriation

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

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction a 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.

13.2 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.

13.3 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.

13.4 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.

13.5 Miscellaneous

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.

Section 14. Contractual Authority

By signing this Contract the PROFESSIONAL swears or affirms, under penalty of perjury, that this is a valid act of the PROFESSIONAL, and that no later claim shall be made by the PROFESSIONAL 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.

Section 15. 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 Professional have made and executed this Contract the day and year first above written.

ATTEST:

CITY

Cheryl White
City Clerk

Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

Paul J. Nicoletti
City Attorney

WITNESSES:

PROFESSIONAL

(Signature)

(Signature)

(Signature)

(Printed Name)

(Title)

EXHIBIT A

**“PROPOSAL AS SUBMITTED BY PROFESSIONAL AND ACCEPTED BY THE CITY
OF STUART”**

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

EXHIBIT C

“PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE”

EXHIBIT D

“INSURANCE AND INDEMNIFICATION”

ATTACHMENT C

HANEY CREEK WATERSHED MASTER PLAN

City of Stuart, FL Haney Creek Project Master Plan



Legend

- Florida Land Use and Cover Classification System: FDOT
Level III Classification
- 411 Pine Flatwoods
 - 413 Sand Pine
 - 414 Pine-Misc Oak
 - 426 Tropical Hardwoods
 - 427 Live Oak
 - 428 Cabbage Palm
 - 510 Streams and Waterways
 - 612 Mangrove Swamp
 - 615 Stream and Lake Swamp
 - 616 Inland Ponds and Sloughs
 - 617 Mixed Wetland Hardwoods
 - 641 Freshwater Marsh
 - 643 Wet Prairie
 - 741 Rural Cleared
 - 742 Borrow Areas
 - City FCT Lands
 - Related Preserve Lands
 - Control Structures
 - Trails

