SPECIFICATIONS

City Parks
Chemical Application
Parks and Recreation

CITY OF PANAMA CITY BEACH, FLORIDA
July 17, 2020
NOTICE OF REQUEST FOR SEALED PROPOSALS

City Parks Chemical Application

The City of Panama City Beach is requesting sealed Bids from experienced professionals for the one-year chemical agreement for four City Parks including Aaron Bessant Park, Maggi Still Park, Scott Field Park, and Popeye Park. In addition to the City Parks, this agreement will include the Library/Lyndell Complex. This agreement will be for one year starting October 1, 2020. The Chemical Application Proposals must comply with or be reasonably equivalent to the certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until 1:00PM Central Daylight Time, Thursday, July 30, 2020 at the City of Panama City Beach City Hall Annex, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked “Sealed Bid- Panama City Beach – “City Parks Chemical Application.” Two (2) hard copies shall be submitted with the sealed proposal.

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City’s Website at www.pcbgov.com. The point of contact for obtaining specifications is Cheryl Joyner, email address cjoyner@pcbgov.com.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to reject any and all bids in whole or in part, to waive informalities in the bid documents, to obtain new bids, to postpone the opening of bids, and to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

*Posted this 17th day of July 2020.*

END.
PROPOSAL FORM

TO: City of Panama City Beach, Florida


City Parks Chemical Application

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the services required.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, to furnish all labor, to provide labor services within the City Parks Chemical Application bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed. Payment for services will be monthly. Contractors submitting bids must have all the applicable City, County, and State Licenses.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No.____ Addendum No.____.

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

Note: 1. Bid Proposal Form
    2. Complete, Executed Agreement (Exhibit C)

Bid prices shall be for 500 hours of labor to provide the services called for, and no further compensation will be allowed. We are estimating 500 hours, but services needed may be less than 500 hours, therefore contractor will be paid hourly. No travel time will be paid; only time spent on the actual job working will be payable.

500 hours estimated at an hourly rate of $________________

Note: 500 hours is an estimate. Contractor will be paid hourly for services up to 500 hours. This rate includes your own equipment, staffing, prep work, repairs, etc...

Lump Sum (12) Month Total Price for the Chemical Application: $________________

Name of COMPANY: __________________________________________

ADDRESS: _____________________________CITY: _________________STATE: _____ZIP: _____

EMAIL ADDRESS: ___________________________________PHONE: _______________________

References: Please list 3 businesses that your company has provided similar services for:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Address or Email</th>
<th>Phone Number</th>
</tr>
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<tbody>
<tr>
<td>______________</td>
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SIGNATURE – (Confirming all information above is correct) ________________________________

Print Name: ____________________________________ and Title __________________________
City Parks Chemical Application
City of Panama City Beach, Florida

Part 1- General Specifications

The City of Panama City Beach Parks and Recreation Department is requesting Bids from experienced professionals for the placement of chemicals for 4 City Parks and the Public Library/Lyndell Conference Center. Chemicals include pesticides, herbicides, fungicides, insecticides, and other chemicals that may be needed. All listed areas will have a treatment to some degree. This Bid Process is a Sealed Bid, Low Bid Process. All Specifications listed must be met or provided by the bidder to be considered a Responsive Bid.

A. General: The purpose of this bid is to find a vendor to provide (up to) 500 hours of labor to spray pesticides, herbicides, fungicides, and insecticides as needed for (5) City properties. The purpose is to provide services on an as-needed basis throughout the contract period. Services include chemical spraying. The Parks & Recreation Maintenance Supervisor will provide contractor with an agriculture plan and all chemicals needed for spraying services. This does not include mowing, weed eating or landscaping.

Note: The City will have a separate service agreement for mowing/weed eating. The awarded bidder for chemical spray will be in contact with the landscaping and mowing bidder regarding scheduling.

B. Term: This contract term is for one (1) year. The contract is to begin October 1, 2020 and end September 30, 2021. The contract may be terminated by the City of Panama City Beach at any time with a thirty (30) day notice for cause or a (60) day notice without cause.

C. Quality: The City of Panama City Beach reserves the right to make routine, quality inspections at any time. Bidder shall be responsible to ensure that the site is in excellent condition upon completion of jobs. No equipment or supplies left on sidewalks, parking areas, or streets, etc.

D. Locations: The five (5) locations are as follows: Exhibit B shows pictures of the facilities, addresses and the acreage of each facility. It is the bidder’s responsibility to confirm the acre calculations for each facility.
   1. Popeye Park
   2. Maggi Still Park
   3. Scott Field Park
   4. Panama City Beach Library/Lyndell Conference Center Complex
   5. Aaron Bessant Park

E. Chemicals: The Parks & Recreation Department will provide contractor with all chemicals for spraying services. Chemicals include herbicides, pesticides, fungicides, and insecticides. The Parks & Recreation Department will provide a log sheet detailing the amount of chemicals being supplied and the intended use in which the contractor must sign prior to applying chemicals. The Contractor shall observe and follow all label precautions, restrictions and recommendations of the chemicals being applied and shall observe and follow all applicable Federal, State, and Local laws for the storage, transport, handling, mixing, use and application of the chemical being used. Lawful recycling or
disposal of all empty containers is the sole responsibility of the Contractor. Contractor is responsible for marking area where chemical has been applied.

F. **Frequency:** The intent is for chemical spraying services to be performed in cycles (treatments) of varying amounts of chemicals and for different types of treatment over the course of a year. This contract may cover the same easements being treated, but the actual coverage area will vary. More than one treatment may overlap, contractor shall have the ability to perform with the required personnel and equipment to perform multiple treatments at one time, as needed. Parks & Recreation Maintenance Supervisor will provide contractor with an agricultural plan for spraying. For the weeks of November 23-28, 2020 and December 21-26, 2020 due to holidays **no services will be required.**

G. **Equipment:** All equipment used by the contractor for chemical application must be certified and licensed and must comply with all applicable State, Federal and OSHA Regulations.

H. **Days of Service:** Qualified Contractor must be able to provide spray services within three (3) days of notification by the Parks & Recreation representative. Saturdays & Sundays must be an off day for all facilities. Exception, the Library/Lyndell Complex may be maintained on Sundays.

I. **Appearance:** All company vehicles and employees must be clearly identifiable during service visits.

J. **Irrigation:** The successful bidder must be familiar with the irrigation system and is responsible for turning irrigation on and off as needed. Contractor must check irrigation system and report any issues found at the locations. If irrigation issue is minor, please repair. All replacement irrigation sprinkler heads will be the responsibility of the City.

K. It is the responsibility of the Bidder to review this project and locations before the bid.

L. **Payment:** The successful Bidder will submit invoices monthly for hourly labor completed at the hourly rate listed on the Proposal Form. The City shall pay invoices for acceptable work within 30 days of receipt. The City is estimating no more than 500 hours of service. All monthly payments will be calculated by an hourly rate. The City may not require all 500 hours of service. The Contract will not exceed 500 hours.

M. The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.

N. **Exhibit C** is the Agreement that the City will enter into with the successful Bidder if awarded this project. **This Agreement must be completed, signed and submitted with the Proposal.**

O. **Insurance** in the amount of 1 million Liability and 3 million Aggregate is required naming the City of Panama City Beach as additional Insured for the successful bidder.

**PART 2 – MINIMUM BIDDER QUALIFICATIONS**

The proposal must include verifiable evidence and references demonstrating that the Bidder’s personal responsibility for this project meet the following:

A. On site supervision by a person with experience.
B. Company experience and a list of references on at least (3) projects of similar size, type and complexity. Reference Projects to be included in the Bid Proposal Form.
C. Contractor shall have sufficient equipment, man-power and financial resources to solely provide labor as needed. **No sub-contracting shall be permitted.**

**PART 3 – DATES**

1. **Job Walks** – Job Walks are not mandatory, however we encourage interested bidders to schedule a job walk by contacting Jim Ponek, City of Panama City Beach Parks and Recreation Director, at ponek@pcbgov.com.
2. **Sealed Proposals Due** Thursday, July 30, 2020 at **1:00pm** at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
3. Proposals will be opened at 1:00 pm at that same place.
4. **City Council Approval** Thursday, August 13, 2020.
5. **Contract agreement and services begin** October 1, 2020.
6. **Contract agreement and services end** September 30, 2021.

**PART 4 – LIST OF RFP EXHIBITS**

**EXHIBIT A**
Certificate of Tax Exemption.

**EXHIBIT B**
Pictures, addresses and acreage of the 5 locations that are to be maintained.

**EXHIBIT C**
Agreement to be signed and included with the Bid Proposal.
EXHIBIT A

Consumer's Certificate of Exemption
Issued Pursuant to Chapter 212, Florida Statutes

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Exemption Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>85-8012646470C-9</td>
<td>05/31/2017</td>
<td>05/31/2022</td>
<td>MUNICIPAL GOVERNMENT</td>
</tr>
</tbody>
</table>

This certifies that

CITY OF PANAMA CITY BEACH
110 S HIGHWAY 79
PANAMA CITY FL 32413-2140

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.
EXHIBIT B

Popeye Park: 16357 Lullwater Drive, Panama City Beach, FL 32413
Approximately 0.5 acres
Maggi Still Park: 604 Lantana St, Panama City Beach, FL 32407
Approximately 0.82 acres
Scott Field Park: 277-291 Circle Dr, Panama City Beach, FL 32413
Approximately 2.8 acres
PCB Library/Lyndell Conference Center Complex: 12500 Hutchison Blvd, Panama City Beach, FL 32407

Approximately 2.1 acres
Aaron Bessant Park: 500 W. Park Drive, Panama City Beach, FL 32413
Approximately 16.4 acres
AGREEMENT

THIS AGREEMENT is made this _______ day of _______________________, 20___ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and ______________________________, doing business as a __________________ (an individual), or (a partnership), or (a corporation), having a business address of ________________________________ (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the Chemical Application bid, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

1. OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows: The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR’S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR’S employees and other personnel. Neither CONTRACTOR shall be deemed servants, employees, or agents of OWNER. No sub-contracting shall be permitted.

2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.
   i. Dates are as follows:
      ii. The ‘WORK’ is to begin October 1, 2020.
      iii. The ‘WORK’ is to end September 30, 2021.
      iv. This contract may be terminated by the City of Panama City Beach at any time with a thirty (30) day notice.
3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $_______________________, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

4. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

6. Contractor shall comply will all applicable federal, state, municipal, and local laws, and executive order, and all applicable rules, orders, regulations, and requirements of all governmental agencies, departments, or bureaus. Nothing contained herein shall prevent Contractor from contesting with the appropriate governmental body the validity of such law, rule, order, regulation, or requirement that Contractor has not complied therewith.

7. Contractor shall comply with all laws and regulations pertaining to Chemical Treatment on easements. The Contractor shall be held liable for any damage incurred to yards, gardens, vehicles, and other privately-owned property damaged as a result of over-spray or drift. The Contractor will also be responsible for damage incurred to areas not authorized to be treated with chemical application. Contractor is responsible for any liabilities associated with the damage of gates, fences and other properties adjacent to easements.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:
i. If to Owner:
   ii. City of Panama City Beach
   iii. 17007 Panama City Beach Parkway
   iv. Panama City Beach, FL 32413
   v. ATTENTION: Jim Ponek, Director of Parks and Recreation
   vi. Fax No.: (850) 233-5108

ii. If to Contractor:

v. ATTENTION: 

vi. Fax No.: 

vii. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural
include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Agreement, OWNER has designated an Agreement Representative to assist OWNER with respect to the administration of this Agreement. The Agreement Representative to be utilized by OWNER for this Agreement, shall be Jim Ponek, Director of Parks and Recreation.

16. INSURANCE - BASIC COVERAGES REQUIRED NAMING THE CITY OF PANAMA CITY BEACH AS ADDITIONAL INSURED.

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR’S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect
of the OWNER or anyone for whom the OWNER is responsible.

The CONTRACTOR’S deductibles/self-insured retention’s shall be disclosed to OWNER and are subject to OWNER’S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE COVERAGE**

The CONTRACTOR shall purchase and maintain workers’ compensation and employers’ liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen’s and Harbor Workers’ Compensation Act Coverage. Limits of coverage shall not be less than:

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<th>Amount</th>
<th>Description</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>Limit Each Accident</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Limit Disease Aggregate</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Limit Disease Each Employee</td>
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The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).
COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

| Bodily Injury, Property Damage & Personal Injury Liability | $1,000,000 Combined Single Limit Each Occurrence, and | $3,000,000 Aggregate Limit |

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER’S final acceptance of the agreement.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR’S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |
EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers’ Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $3,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:
BY: _________________________
NAME: _____________________
(City Manager)
TITLE: _____________________

City Clerk
City Attorney (as to form only)

CONTRACTOR:

ATTEST:
BY: _________________________
NAME: _____________________
(Please Type)
ADDRESS: ____________________

NAME ________________________ (Please Type)

[END OF SECTION 00050]