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**SUBJECT:** HERBICIDE SPRAYING OF OUTFALL DITCHES – RE-BID

**BID #:** CS-0104-22 **OPEN DATE:** 7/8/2022

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT:** SERVICE CONTRACT – TWO (2) YEARS FROM DATE OF AWARD WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

**AGENCY:** MOWING AND LANDSCAPE MAINTENANCE DIVISION

**BASIS OF AWARD:** ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

**NUMBER OF BIDS INVITED:** 35 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval of award to DeAngelo Contracting Services, LLC as the lowest responsive, responsible bidder. Period of service will be two (2) years from date of award with two (2) two (2) year renewal options. Estimated initial expenditure amount not-to-exceed $696,546.09.

Funding for this award will be encumbered from various accounts and executed by Purchase Order(s).

**ATTACHMENTS:** Recommendation Memo, Bid Tabulation, Scope of Work, Basis of Award

**ANALYST:** _____ DAVID KLAGES

**RESPECTFULLY SUBMITTED:** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** DAVE MCDANIEL, DIVISION CHIEF, MOWING AND LANDSCAPE MAINTENANCE DIVISION

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

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**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works
Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road North
Jacksonville, FL 32225
(904) 255-4299
www.coj.net

ONE CITY ONE JACKSONVILLE


**MEMORANDUM**

**TO:** Greg Pease, Division Chief
Procurement Division

**THRU:** John Pappas, Director
Public Works Department

**FROM:** Dave McDaniel, Division Chief
Mowing and Landscape Maintenance Division

**DATE:** July 13, 2022

**SUBJECT:** **Recommendation to Award**

Bid Name: Herbicide Spraying of Outfall Ditches-Rebid
Bid No: CS-0104-22
Award Amount: $696,546.09

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The Procurement Division received three (3) bids for the above solicitation. The Mowing and Landscape Maintenance Division of the Department of Public Works has reviewed the three (3) bids and recommends approval of the award to the lowest responsive, responsible bidder, DeAngelo Contracting Services, LLC. of 6209 Bowdendale Ave, Jacksonville, FL 32216 in the annual amount of $696,546.09

The Term of the agreement will be for two (2) years from Date of Award with two (2), two (2) year renewal options.

Funding will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account, and fiscal year.

Your assistance in concurring with this recommendation for the respective award would be appreciated. Should you have any questions or require additional information concerning this recommendation, please feel free to contact Russell Perry at 255-4306 or via email at russellp@coj.net.

Attachment: Bid Tabulation Sheet

cc: Russell Perry, Mowing & Landscape Contract Manager
Jim Lange, Contract Administration Coordinator
Jaclyn Stamos , Purchasing Analyst, Procurement Division

TITLE: HERBICIDE SPRAYING OF OUTFALL DITCHES

BID NO.: CS-0104-22

OPEN DATE: JUNE 15, 2022 @ 2 P.M.

ANALYST: JACLYN STAMOS

No. Invited: ( 35 ) No. Received ( 3 ) No Bids: ( 0 )

Recorded By: Announcer:

| ITEM | DESCRIPTION | EST. QTY | UNIT | DEANGELO CONTRACTING SERVICES, LLC | | | MCCALL SERVICE NW, LLC | | | OREM ENTERPRISES, LLC BDA PESTMASTER SERVICES (NOTES JSEB VENDER SUBCONTRACTOR) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | # VISITS | EXTENDED TOTAL | UNIT PRICE | # VISITS | EXTENDED TOTAL | UNIT PRICE | # VISITS | EXTENDED TOTAL |
| 1 | HERBICIDE SPRAYING OF OUTFALL AND OTHER DITCHES | 991.44 | AC | $ 87.82 | 8 | $ 87,068.26 | $ 135.00 | $ 8.00 | $ 133,844.40 | $ 324.61 | $ 8.00 | $ 321,831.34 |
| | | | GRAND TOTAL | $ 696,546.09 | | | $ 1,070,755.20 | | | $ 2,574,650.71 | | |
| | | | CONFLICT OF INTEREST: | Y | | | Y | | | Y | | |
| | | | BONDS | | | | | | | | | |
| | | | SPRAY LICENSES: | Y | | | Y | | | Y | | |

# HERBICIDE SPRAYING OF OUTFALL DITCHES - REBID

## SECTION 30
## SCOPE OF WORK

### 30.1 SCOPE

The work covered by these specifications consists of furnishing all equipment, labor and materials and performing all operations necessary to kill vegetation in outfall ditch bottoms using non-selective herbicides, and to selectively kill undesirable vegetation, including broadleaf and woody plants, along ditch banks using selective herbicides on a scheduled basis during length of the contract. In addition, the CONTRACTOR MANAGER may choose to chemically treat undesirable vegetation in roadside ditches, rights-of-way, easements, paved areas and individual parcels selected by CONTRACT MANAGER. In order to provide these services, the CONTRACTOR must be a Certified Pest Control Operator licensed in the State of Florida. The CONTRACTOR shall base its bid upon a chemical application necessary to kill undesirable vegetation, and to protect existing desirable vegetation identified by the CONTRACT MANAGER. The CONTRACTOR shall be responsible for the replacement of desirable vegetation damaged or killed by its misuse or misapplication of the chemicals.

### 30.2 WORK SITES

The work sites are outfall ditches maintained by the City. Appendix A lists the work sites and locations that may be assigned to the CONTRACTOR. This list is supplied to the CONTRACTOR to give an idea of the type and locations of ditches that may be assigned for treatment. The list does not commit the CITY to assign work to the CONTRACTOR at any or all of these locations. In addition, the CITY may select certain roadside ditches, pond and canal banks, side drains, drainage structures, and paved areas for herbicide treatment to remove undesirable vegetation.

### 30.3 INTENT OF CONTRACT DOCUMENTS

It is the intent of these Contract Documents to establish the type, scope and quality of landscape maintenance required by the City. It is not the intent of these Contract Documents to minutely define every detail of maintenance but rather to set fourth rational and reasonable criteria for the required maintenance described in the specifications.

The BIDDER must have in its possession at least the required commercial grade high production equipment to be used in order to meet the equipment requirements described in Section 31- Special Conditions either by ownership or long term lease agreement at the time of the Bid. All equipment shall be in good operating condition and be no more than 10 years old. The CONTRACT MANAGER also reserves the right to inspect the tools and equipment proposed to be used at the business location to confirm conformance with the specifications before awarding the PROJECT to the lowest responsible BIDDER.

- Submittal: Submit a list the BIDDER's equipment proposed to be used. Also, submit a separate list of equipment that is owned or leased by each sub-contractor performing part of the contract work. For each piece of equipment, show registration, name and model number, manufacturer, year of manufacture, and date purchased or leased. If the equipment is leased, include the name and phone number of the lessor.

BIDDER must own, lease or rent an interior office space and a warehouse or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location zoned for commercial or industrial use in the city/county where it is located. The CONTRACTOR must have a local office located in Duval, St. Johns, Nassau, Baker or Clay County with a local or toll free telephone number, cellphone number, and email address, at which he/she may be contacted.

- Submittal: Submit address of facility and proof that the facility is owned, leased, or rented by the BIDDER.

## C. BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidder contingent on the availability of funds within the project's approved budget. The corrected extended prices of the Total Lump Sum Base Bid will be used to determine the lowest qualified Bid. Proposals in which the prices obviously are unbalanced will be rejected. The City has the right to reject any or all bids.

If there are errors in the price extensions or in the total amount for any base bid, unit prices shall prevail, with the corrected base bid being used to determine the lowest qualified Bidder. The award of the contract will establish the Contractor and the unit prices which will be used during the life of the Contract.

The award will not be made until the CITY has completed all necessary investigations to determine if the low BIDDER is qualified to do the work and has the necessary organization, capital and equipment to carry out the contract.

## D. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the Procurement Division at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

## E. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established as follows:

The Contract shall be for two (2) years beginning on the date established in the Contract. The Contract may be extended two (2) times, each extension for two (2) years by the mutual agreement of both parties, provided funds are available. The contract and each contract extension shall remain in effect

until the contract requirements for services, covered by each purchase order is completed and accepted by the City. The Contract will expire 120 days thereafter in order to comply with Executive Order 2013-05.

The Contractor may submit a written request to increase the unit prices before each contract renewal, if the request is received by certified letter at least 30 days before the completion of the previous two year contract period. The City may agree to or decline the price increase or may choose to terminate the contract. The Contractor's request for a price increase will be based solely upon the percentage change of the June Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO) each year of the previous two years, compounded annually, beginning on the date of the execution of the contract and each contract renewal. If the City agrees to the requested price increases, the new adjusted Contract Unit Prices will be calculated using the Contract Unit Prices of the established in the previous contract or contract renewal and adjusting them by the amount of the submitted CPI increase.

## F. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bid documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

## G. WORK START AND COMPLETION

The Contractor shall begin work within ten (10) calendar days, including Sundays and holidays, from the date that the Contractor receives a Notice to proceed from the Contract Manager. The contract period will be for (two) 2 years with (two) 2 year extensions beginning on the date that Blanket Order is issued. All work required by the contract must be completed by the expiration date of the Contract unless the Contract is extended by the City.

## H. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the City will directly or indirectly benefit from this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the City against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.