



City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

MEMORANDUM

TO: Interested Parties
FROM: Diane Ebentheuer, Purchasing Officer
RE: ITB 2022.02 JPA- Landscaping Medians for US 90 (Avalon Blvd. to Stewart Street)
DATE: 12/18/2021

Notice is hereby given that the City of Milton will receive sealed bids for **ITB 2022.02 JPA- Landscaping Medians for US 90 from Avalon Blvd. to Stewart Street**. The documents contain the necessary information for preparing and submitting your bid for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru VendorRegistry.com (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (there is no charge to join.)

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

Wednesday, January 19, 2022 at 2:00 p.m., (CST)

Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570

Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

A **Mandatory Site Visit** must be scheduled during the week of 01/03/2022 thru 01/07/2022. Contact Mr. Lee Willingham, Landscaping Department Head by phone at 850-291-4190; or email to LWillingham@miltonFL.org.

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to DEbentheuer@miltonFL.org by Monday, January 10, 2022 at 2:00 p.m. Answers will be posted by Wednesday, January 12, 2022 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Bid Net Direct, and Vendor Registry. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS

ITB 2022.02 JPA- Landscaping Medians for US 90 (Avalon Blvd to Stewart Street)

I. Deadlines/Dates:

- Invitation to Bid Published: December 18, 2021
- **Mandatory** Site Visit: Call to Schedule Jan 3, 2022 thru Jan 7, 2022
Lee Willingham at 850-291-4190
- Questions Deadline: Monday, Jan 10, 2022 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Jan 12, 2022 @ 2:00 p.m. (CST)
- **BIDS Due:** **Wednesday, Jan 19, 2022 @ 2:00 p.m. (CST)**

II. Contact Information:

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: DEbentheuer@miltonFL.org

III. Proposals Must be Complete and Include:

1. Bidder's/Proposer's Declaration (page 3-5)
2. Bid Form (page 6)
3. Public Entity Crime Form F.S. 287.133(3)(A) (**City Website**)
4. Drug-Free Workplace Form F.S. 287.087 (**City Website**)
5. Non-Collusion Affidavit (**City Website**)
6. Conflict of Interest Disclosure Form (**City Website**)
7. E-Verify Statement of Compliance (**City Website**)
8. Certificate Regarding Debarment (For grant projects. See **City Website**)

City Website address: <https://MiltonFL.org/322/Purchasing>

IV. **Copies:** Please provide one (1) original, and four (4) copies of your bid.

V. **Faxed or emailed submittals are not accepted.**

Sealed bids can be mailed to:

City of Milton
Purchasing Department
P. O. Box 909
Milton, FL 32572

or delivered to:

City of Milton
Purchasing Department
6738 Dixon Street
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED BID * DO NOT OPEN

Sealed ITB#: 2022.02

RFP Title: JPA- Landscaping Medians for US 90 (Avalon Blvd to Stewart Street)

DUE DATE/TIME: January 19, 2022 / 2:00 p.m. (cst)



BIDDER'S/PROPOSER'S DECLARATION

ITB 2022.02 JPA- Landscaping Medians for US 90 (Avalon Blvd to Stewart Street)

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number

- Vendor Application
 - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
 - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
 16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
 19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 20. Sealed bids or proposals >\$250,000 have special requirements for procurement and must comply with the below:
 - a. **Compliance Supplement - President’s executive Order Numbers 11246 and 11375** which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. (2 CFR 200 Appendix XI whitehouse.gov)
 - Inclusion of goals for minority participation in construction are 6.9% for women.
 - % for minorities as prescribed by appendix B-80, Federal Register, volume 45, No. 194, October 3, 1980.
 - b. **Title VI of the Civil Rights Act of 1964** (Department of Labor dol.gov)
 - c. **Title 45 CFR Required Items (govinfo.gov):**
 - **Anti-Kickback Act** (title 45 CFR 2543.82)
 - **Davis Bacon Act** (title 45 CFR 2543.83)
 - **Contract Work Hours and Safety Standards Act** (title 45 CFR 2543.84)
 - **Byrd Anti-Lobbying Amendment** (45 CFR 2543.87)
 21. Federal Award Contracts - Selected Contractor must comply with:
 - **Termination for Cause and Convenience** - All contracts or purchase orders in excess of \$10,000 must address by the non-Federal entity including the manner by which it will be affected and the basis for settlement, (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 - **Contract Clauses for Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (2 CFR 200 Uniform Guidance Appendix II gov.info)
 22. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) gov.info)

- 23. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
- 24. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
- 25. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
- 26. Recommendations are posted on city web page via agendas prior to award.
- 27. Any protests are handled per the City's Purchasing Policy and F.S. 120.57(3).

BIDDER: _____

Company Name

Address/City/Zip

Phone	Email
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Contact Name	Title
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Company Representative <u>Signature</u>	Date
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BID FORM

ITB 2022.02 JPA- Landscaping Medians for US 90 (Avalon Blvd to Stewart Street)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	BOND & INSURANCE	L.S.	1		
2	MAINT OF TRAFFIC	L.S.	1		
3	PINE STRAW MULCH	SQ YD	6000		
4	MUHLI GRASS 3GAL	EA	25		
5	FLAX LILY 1 GAL	EA	45		
6	AFRICAN IRIS 1 GAL	EA	61		
7	SUNRISE LIGUSTRUM 3 GAL	EA	178		
8	DWARF JAP YEW 3 GAL	EA	50		
9	PURPLE PIXIE LORAPETALUM 3 GAL	EA	95		
10	GOLDEN MOP 3 GAL	EA	140		
11	CREPE MYRLE 30 GAL	EA	3		
12	BLUE RUG JUNIPER 1 GAL	EA	25		
13	VINTAGE JADE DISTYLIUM 3 GAL	EA	25		
14	AGAPANTHUS 1 GAL	EA	40		
15	ANNUALS AND SOIL 1 GAL	EA	75		
16	ALTERNATE PRICING FOR IRRIGATION	EA	1		



Acknowledgement of Addendums: _____ *(list numbers or N/A)*

Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."

Additional Costs, Special Exceptions, Notes or Comments:

Prices are valid for 60 days from time of opening.

The undersigned agrees to the above terms and conditions.

BIDDER: _____

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2022.02 JPA- Landscaping Medians for US 90 (Avalon Blvd to Stewart Street)

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm or team of firms to landscape the medians as identified below.

Project Description: Landscape design of State Road 10/US90 from Avalon Blvd (281B) to Hwy 87 (Stewart Street), Santa Rosa County, Florida.

Landscape S.R. 10/US 90 from Avalon Blvd (281B) to Hwy 87 (Stewart St): To replace any damaged or dead plant material throughout all medians and to replenish pine straw as needed. Estimate includes all Maintenance of Traffic (MOT), and Bond & Insurance.

Irrigation: Alternate pricing for irrigation.

Summary: The project will consist of various types of plantings and pine straw along all medians of S.R. 10/US 90. Plantings will start at Avalon Blvd (281B) and continue to Hwy 87 (Stewart St.). To include African Iris 1-Gal, "Purple Pixie" Lorapetalum 3-Gal, Sunrise Ligustrum 3-Gal, Golden Mop 3-Gal, Crepe Myrtle 30-Gal, Blue Rug Juniper 1-Gal, Vintage Jade Distylium 3-Gal, Muhly Grass 3-Gal, Dwarf Japanese Yew 3-Gal, Flax Lily 1-Gal, Annuals/Soil 1-Gal, Agapanthus 1-Gal, and Rolls of Pine Straw.

A 365 day establishment warranty will be included.

The project design, set-backs, planting, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and are subject to FDOT approval.

B. SPECIFICATION – PLANTINGS, SOD, IRRIGATION, and MISCELLANEOUS ITEMS

1. This work shall consist of furnishing and planting materials in the locations shown on the plans or as directed by the CITY.

1.1 Installer Qualifications: The CONTRACTOR shall have at least five (5) years' experience in landscape installation. Further, the CONTRACTOR shall maintain an experienced full-time supervisor on the PROJECT site when work is in progress. All pesticides and herbicides shall be licensed for commercial applications.

2. Materials:

2.1. All trees, shrubs, groundcover, and other plantings shall be purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants" and American Standard for Nursery Stock, ANSI Z 60.1.

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained throughout the project construction period and plant establishment period. All plants shall be free of insects and disease.

Use only plants that are true to type and species and ensure that the plants not specifically covered by the above grades and standards conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, furnish certification to the CITY that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two (2) plants of each species on each shipment must be shipped with tags stating botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise; the botanical name will take precedence.

All plant material are to be approved by FDOT's District Landscape Architect.

2.2. Other: All mulch will be clean pine straw installed to the depth indicated on the drawings. Use of Cypress Mulch will not be allowed. There is to be no trace of the invasive Japanese Climbing Fern.

3. Planting Requirements:

3.1. Delivery: All materials must be available for inspection before delivery and installation and will be subject to approval or rejection.

3.2. Layout: CONTRACTOR shall mark all proposed planting beds and individual locations of trees as shown for the CITY'S review, prior to excavation or planting. The CITY may also request to review all proposed construction and maintenance practices before the start of the construction.

3.3. Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Due to the location and contour of each median, the CONTRACTOR shall ensure that all drain inlets are free of debris and unobstructed. Some planting locations changes may be necessary as the result of the actual drain inlet locations.

3.4. Installation: All existing areas to have plantings shall be stripped of grass. The CONTRACTOR shall follow the herbicide treatment outline on the drawings or as may be approved by the CITY. All other planting and grass to be removed may become the property of the contractor. All unused or surplus materials spoil and debris generated by the Contractor will be removed from the site and lawfully disposed.

In advance of planting, the City of Milton shall collect soil samples from at least four (4) different median locations and have tested for ph and other constituents that may be required for healthy growing conditions. For bidding purposes assume that a 16-4-8 slow-

release granular fertilizer, applied at a rate of 25 pounds per 1,000 square feet, will be used 4-6 weeks after plant installation.

The CONTRACTOR will ensure that all soil receiving new plantings shall be thoroughly watered prior to and after installation of the material

3.5 Irrigation: Irrigation will be installed per plans, any changes must be approved by the City of Milton. As-builts (3 copies) will be provided by the CONTRACTOR to the City of Milton at time of final acceptance. Irrigation will be installed to avoid over-spray on pavement. A rain/freeze/wind shutoff device is required for each individual irrigation system

3.6 Care: The CONTRACTOR will be responsible for care and maintenance of all plantings immediately after each planting and until final inspection and acceptance has been made by the CITY. Keep all plantings watered, fertilized, mulched, pruned, weeded, and staked/guyed as necessary throughout the duration of the project and as may be required by the warranty to ensure they are Florida number one condition.

Any plantings that, in the judgment of the CITY, that are not Florida number one condition at the time of final plant inspection shall be replaced by the contractor at no additional expense to the CITY.

3.7 Disposal of Surplus Materials: The CONTRACTOR shall (on a routine basis) remove from the PROJECT any surplus excavated material from plant holes, plantings not used and construction materials and dispose of at his own expense.

3.8 Erosion Control: The CONTRACTOR will take all steps necessary to prevent erosion with the use of silt fences, and other devices during the length of the PROJECT.

4. Warranty: All new plantings shall be warranted for a period of one (1) year from the date of final PROJECT acceptance. For the period during construction and up to the final PROJECT acceptance, the contractor shall mow, weed, irrigate and maintain the entire PROJECT. Then, each month after, during the warranty period, the CONTRACTOR shall inspect the PROJECT along with CITY personnel for any defects. Any defects found shall be corrected as soon as possible or as agreed to by the CITY. THE CONTRACTOR will begin maintenance upon final PROJECT acceptance. For the warranty period, the CONTRACTOR will provide to the CITY a PERFORMANCE/WARRANTY BOND in the amount equal to the total contract. The cost of this Bond will be included in the amount of the bid for the PROJECT. Project limits are SR10/US 90 from Avalon Blvd to Hwy 87/ Stewart St

5. Work Zone Safety: Since all work will be within the FDOT right-of way, all Maintenance of Traffic (MOT) and other conditions of the FDOT Permit will be followed. A copy of the Permit will be available for review by the CONTRACTOR prior to bidding. In addition, many of the medians have MAY HAVE UTILITIES located within them. EXTRA PRECAUTION will be required when digging around or above them. As with ALL land disturbance operations, the CONTRACTOR will be require to call SUNSHINE STATE ONE CALL (811) to provide locations of

underground utilities. It may become necessary to make minor adjustments to the plant installation locations based on the actual locations of these utilities. Utility locations shown on the plans are for general reference only.

6. Sanitation: The CONTRACTOR shall, for the life of the PROJECT, furnish temporary sanitary facilities at a location near where the work is being completed.

7. Method of Measurement: The CONTRACT is based on a UNIT PRICE measurement; therefore, the final payment amount will be based on actual measured in-place quantities.

8. Submittals of all plant material and irrigation will be provided by the CONTRACTOR to the City of Milton, prior to any work beginning.

9. In addition to the specifications above, governing 2016-2017 FDOT Standards and Specifications shall apply, including, but not limited to the following:

- Standard Specification 162 – Prepared Soil Layer
- Standard Specification 570 – Performance Turf
- Standard Specification 580 – Maintenance Supplemental Specification
- Standard Specification 987 – Prepared Soil Layer Materials
- Design Standard Index 544 – Landscape Installation
- Design Standard Index 546 – Sight Distance at Intersections
- Design Standard Index 600 Series – Traffic Control
- Design Standard Index 700 – Roadside Offsets

C. CONTRACT TIME COMPLETION: Start within 90 days, and completion within 90 days.

D. ATTACHMENTS (Scope-Maps):

1. Scope of Work
2. Legend
3. Map- Medians All
4. Map- Medians 1, 2, 3
5. Map- Medians 3, 4, 5, 6, 7, 8
6. Map- Medians 9, 10, 11
7. Map- Medians 12, 13, 14, 15, 16
8. Map- Medians 17, 18, 19
9. Map- Medians 20, 21
10. Map- Medians 22,23
11. Hwy 90 Alt Irrigation

E. PERFORMANCE and PAYMENT BOND:

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER, after receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded, shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Santa Rosa County Clerk of Court's office and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the owner.

F. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000

Medical Payments (Any One Person)	\$5,000
2. Automobile Liability	
Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory
3. Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

G. FORCE MAJEURE:

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

H. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

I. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.