UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

INVITATION TO BID

The Utilities Commission, City of New Smyrna Beach, Florida (**COMMISSION**) is seeking bids from qualified vendors to:

Annual Contract for Lawn Service per the Attached Specifications

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 P.M.** on **January 16, 2020** at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To:	Caleb Fisher, CPPB Purchasing Agent Utilities Commission, City of New Smyrna Beach (386) 424.3045 Voice (386) 424.2748 Fax CFISHER@UCNSB.ORG	**Mailing Address:**	200 Canal Street New Smyrna Beach, FL 32168
		Walk In Delivery:	200 Canal Street New Smyrna Beach, FL 32168

Bidders must indicate on the sealed envelope the following:

A. **Invitation To Bid Number**
B. **Hour and Date of Opening**
C. **Name of Bidder**

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UTILITIES COMMISSION
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BID SCHEDULE

December 12, 2019	DISTRIBUTION OF THE INVITATION TO BID
January 2, 2020	MANDATORY PRE-BID & SITE INSPECTIONS TIME: 8:30AM LOCATION: Wastewater Treatment Plant 3119 SR 44 (Behind Super Wal-Mart) New Smyrna Beach FL 32168
January 6, 2020	DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M. E-MAIL: cfisher@ucnsb.org
January 9, 2020	ADDENDUM PUBLISHED BY 5:00 P.M.
January 16, 2020	BID RETURN DEADLINE BY 2:30 P.M. LOCATION: UTILITIES COMMISSION RECEPTION 200 CANAL STREET NEW SMYRNA BEACH, FL 32169

GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS**: To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. **SEALED BIDS: AN ORIGINAL BID AND 1 COPY plus a USB Flash Drive or a CD** must be in the Finance Department by the date and time specified. The Bid Reply, Certification of Drug-Free Workplace Form, Public Entity Crimes Form, Non-Collusion Affidavit of Prime Bidder Form, Evaluation Factors, Questionnaire, and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:
    a. Name and address of Bidder
    b. Bid number
    c. Date and time of Bid Opening

3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

5. **BID EXAMINATION:** **BIDDERS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.

6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.

7. **COLLUSION:** The **BIDDER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

8. **PRICE WARRANTY:** The **BIDDER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.

9. **COMMERCIAL WARRANTY:** The **BIDDER** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

11. **QUESTIONS REGARDING BID: COMMISSION** has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. **COMMISSION** realizes that some clarification, interpretation, or additional information may be required.

    Questions regarding any portion of this bid shall be directed, in writing, to:
    Utilities Commission, City of New Smyrna Beach
    Caleb Fisher, Purchasing Agent
    cfisher@ucnsb.org

    All such requests must be received no later than 2:30 PM, Eastern Standard Time, **January 6, 2020**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **January 9, 2020**.

    Requests for additional information received after the **January 6, 2020** deadline will not receive a response. Responses will **not** be made orally.

    Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **COMMISSION** will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

12. **COMMUNICATIONS**: Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member, or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C.'s website, Demandstar, or newspaper through the date of contract award. Also from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the U.C.'s Material Manager or the U.C.'s designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C.'s General Manager/CEO and Director of Finance (CFO)'s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the U.C. This process will safeguard the integrity of the U.C.'s procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

13. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **ITB 10-20 Annual Contract Lawn & Landscaping Services.** Upon receipt by UCNSB, responses to solicitations become

public records subject to the provisions of Florida's state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

14. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

15. **BID FORM**: A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.

16. **BID OPENING:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the **BIDDER's** sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The **COMMISSION** will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain **unopened.**

17. **QUOTING PRICES:** Carelessness in quoting prices or in preparation of bid otherwise will not relieve the **BIDDER**. **BIDDERs** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the **BIDDER**. In the event of an extension error(s), the unit price will prevail.

18. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

19. **PUBLIC ENTITY CRIMES**: UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment "A".

20. **CONSIDERATION OF BIDS:** The **COMMISSION** reserves the right to award the contract to the Bidder(s) that the **COMMISSION** deems to offer the best overall bid. The **COMMISSION** is therefore not bound to accept a bid on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Bid, to

reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION'S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

21. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.

22. **SUBMITTING BIDS:** Bids shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**

23. **NO BID:** In the event an Invitation to Bid is returned as a no bid, **"NO BID"** shall be properly marked on the outside of the envelope with the bid number.

24. **REJECTED BIDS:** The **COMMISSION** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the **COMMISSION** or failure to make replacements of rejected articles as directed, shall permit the **COMMISSION** to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **COMMISSION**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **COMMISSION** may be withheld until reimbursement is received.

26. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the **COMMISSION**. The **COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.

27. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

28. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

29. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.

30. **CLARIFICATION:** The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.

31. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

32. **INSURANCE**: The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to **COMMISSION**.

Coverage	**Minimum Amounts and Limits**	
(a) Worker's Compensation	Statutory requirements at location of work	
Employer's Liability	$ 100,000	Each occurrence
	$ 300,000	Disease, aggregate
	$ 100,000	Disease, each employee
(b) General Liability	$ 1,000,000	General Aggregate
	$ 1,000,000	Products - Comp Ops Agg
	$ 500,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	$ 1,000,000	Combined Single Limit
Option of Split Limits:		
(1.) Bodily Injury	$ 500,000	Per Person
	$ 1,000,000	Per Accident
(2.) Property Damage	$ 500,000	

33. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:** The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission .

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

34. **WARRANTY AND ACCEPTANCE**: All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by **COMMISSION**. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event **COMMISSION** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from **COMMISSION**, repair or replace at its sole expense any such defects. **COMMISSION** may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by **COMMISSION** nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

35. **CHANGES**: **COMMISSION** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

36. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS**: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **COMMISSION** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

37. **EMPLOYEE CONFLICT OF INTEREST**: It shall be unethical for any **COMMISSION** employee to participate directly or indirectly in a procurement contract when the **COMMISSION** employee knows that:

(1) The **COMMISSION** employee or any member of the **COMMISSION** employee's immediate family has a financial interest in the procurement contract; or

(2) Any other person, business, or organization with whom the **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38. **GRATUITIES AND KICKBACKS**:
(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **COMMISSION** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **COMMISSION** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

CERTIFICATION OF DRUG-FREE WORKPLACE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR SIGNATURE

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for ANNUAL CONTRACT FOR LAWN & LANDSCAPING SERVICES.
2. This sworn statement is submitted by_____ [name of entity submitting sworn statement] whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

   If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.
6. I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

Public Entity Crimes Statement

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

   ____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

   ____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

   ____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

   ____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

_____

Date Signature

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this_____ day of_____,20_____.

My commission expires: Personally known to me, or
Produced Identification:

_____ _____ _____

Notary Public Print, Type or Notary Stamp Type of I.D.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **COMMISSION**.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: _____

Do you collect Florida State Sales Tax? ( ) Yes ( ) No

Firm Name: _____

Mailing Address: _____

_____

Telephone No. _____ Fax No. _____

Email Address: _____Web Address:_____

Commodity or Service Supply: _____

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

QUESTIONAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?

2. Is your company bondable? Has your company ever been denied bond?
   If yes, explain.

3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?

4. Since January 1, 2015, has your company been a defendant in any lawsuits?

5. Is your company a subsidiary or otherwise legally affiliated with any other company?

6. Is your company rated by Dunn & Bradstreet or any other rating agency?
   If yes, what is the name of the agency and rating?

7. Is your company in any stage of bankruptcy, including initial filing?

8. Has your company been disbarred by the Federal Government or any State Government?

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: _____
   Address: _____
   _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided:_____
   _____
   _____
   _____

2. Name of Company: _____
   Address: _____
   _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided:_____
   _____
   _____
   _____

3. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided:_____
   _____
   _____
   _____

REQUIRED DISCLOSURE

At its sole discretion, the **COMMISSION** may reject any bidder the **COMMISSION** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **COMMISSION** to lack honesty, integrity, or moral responsibility. The discretion of the **COMMISSION** may be exercised based on the **COMMISSION'S** own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the **COMMISSION** may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the **BIDDER** deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The **BIDDER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The **COMMISSION** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

TAB #1 **Experience:** Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.

TAB #2 **References:** Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

TAB #3 **Pricing:** Complete, sign and submit the Bid Tabulation and Bid Form.

TAB #4 **Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information & W9 Forms:**
All **BIDDERs** shall properly complete, notarize and submit attachments A,B,C,D & E here

TAB #5 **Addenda Acknowledgement:**
Please submit all addenda (if any) related to this bid here.

TAB #6 **Questionnaire:**
The Questionnaire responses requested should be submitted here

TAB #7 **Other Information:**
Provide any information/samples that will provide insight to evaluators about the qualifications, fitness and abilities of the **BIDDER**. This information should be succinct.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

BID SCOPE OF WORK

The Utilities Commission, City of New Smyrna Beach is seeking qualified bidders to provide a mowing service contract for the next twelve (12) months with a renewal provision of three (3) one (1) year periods if agreeable to both parties. The contractor shall furnish all labor, materials, equipment, and supervision for the work performed. Prior to bidding, a pre-bid site review of all locations addressed in the specs will be held with interested bidders. Award to the low responsive bidder is expected to made at the January 2020 meeting of The Utilities Commission.

The initial term of this contract is to begin February 1, 2020.

A MANDATORY PRE-BID MEETING WILL BE HELD DECEMBER 19, 2019 @ 9:30AM AT THE WATER RECLAMATION FACILITY, 3119 SR 44, NEW SMYRNA BEACH, FL 32170 WITH MANDATORY SITE INSPECTION FOLLOWING. VENDOR MUST SIGN-IN AND VISIT ALL SITES TO BE CONSIDERED.

LOCATIONS TO BE SERVICED

A) WASTEWATER DIVISION

Water Reclamation Facility & Perimeter of Well 24 Fence, 3119 SR 44
This approximate 10-acre site is the Water Reclamation Plant. Much of the property is tanks and structures. The remainder is areas that need to be mowed, trimmed, and maintained. This includes the area beginning with the start of the asphalt at the entrance to the plant and all areas within the fence line and enlarging the encroachment of perimeter.

April-September: Two (2) Cuts per Month with Weed Eat & Trim

October-March: One (1) Cut per Month with Weed Eat & Trim

Wet Weather Storage Pond, 3119 SR 44
13 Acre Pond, Berm, & Inside Fence

One Cut in Months of: February, May, July, September & November

Headend Building, 3129 SR 44

April-September: Two (2) Cuts per Month with Weed Eat & Trim Including Inside Fence Line

October-March: One (1) Cut per Month with Weed Eat & Trim Including Inside Fence Line

B) WATER DIVISION

Water Treatment Plant, 2640 Paige Ave

NO WEED KILLER TO BE USED AT THIS OR ANY WATER FACILITY
Approximate 5-acre site supports the Water Treatment plant. Much of the property is tanks and structures. The remaining areas need to be mowed, trimmed, and maintained. All areas beginning with the start of the asphalt at the entrance to the plant and the area contained therein including inside and outside the fence lines, lagoon and berm areas, and six (6) semi-remote well houses. Additionally, enlarging the encroachment of perimeter of the plant is required. Maps are attached to assist you in understanding the area to be maintained surrounding properties well houses. Well Houses are indicated with G and a #. Areas within red lines are to be maintained. *See Map.*

G5 G2 G1 *Maintain large easement area to the east. Weed eat inside fence.*
G6 *Maintain 20' Perimeter. Weed eat inside fence.*
G7 *Maintain entire corner of Glencoe and Paige Ave. Weed eat inside fence.*
G8 *Maintain a 20' Perimeter. Weed eat inside fence.*

April-September: Two (2) Cuts per Month with Weed Eat & Trim

October-March: One (1) Cut per Month with Weed Eat & Trim

Pumping Stations
NO WEED KILLER TO BE USED AT THIS OR ANY WATER FACILITY

South Beach (4510 S. Atlantic Ave.)
3rd Avenue (728 E. Third Ave)

To be maintained, including from the pole to the asphalt on the north side.
Sea grapes and hedges at both locations to be trimmed quarterly.
Include landscaping inside and outside the fence at both locations, including weeding the flower beds.

April-September: Two (2) Cuts Per Month with Weed Eat & Trim

October-March: One (1) Cut Per Month with Weed Eat & Trim

413 Smith Street
NO WEED KILLER TO BE USED AT THIS OR ANY WATER FACILITY
This site is to be maintained before or after working hours due to the large number of personal vehicles parked on the grass M-F 7am-3:30pm

Mow, weed eat, and trim. Include 30' strip outside south fence, outside the fence, between the sidewalk and fence on the west and north sides, outside the fence between the alley and fence/building.
Maintain fence line, keeping vines under control.

April-September: Two (2) Cuts per Month

October-March: One (1) Cut per Month

Wells
NO WEED KILLER TO BE USED AT THIS OR ANY WATER FACILITY
The contractor shall be responsible for maintaining the road leading through the well field.

Six (6) at Western Wellfield 4646 SR 44
Six (6) at Samsula Wellfield along SR 44

April-September: Two (2) Cuts per Month; One (1) with Weed Eat & Trim

October-March: One (1) Cut with Weed Eat & Trim per Month

De-Chlorination Site (18 North Causeway)
NO WEED KILLER TO BE USED AT THIS OR ANY WATER FACILITY
Mow, weed eat and trim

April-September: Two (2) Cuts per Month; One (1) with Weed Eat & Trim

October-March: One (1) Cut per Month with Weed Eat & Trim

C) ELECTRIC DIVISION

Slaton/Field Street Facilities, 305 Slaton Ave/1151 Field Street
Sites must be maintained before or after business hours which are 7am to 3:30 pm M - F

Contractor shall maintain roadway leading into the office building, managing encroachment.

Contractor shall maintain flower beds in front of office building.

Cut and String Trim

1000 Field Street

Mow, weed eat and trim and enlarging the encroachment of perimeter

Substations

#1 Substation N. Dixie Freeway
Mowing and enlarging the encroachment of perimeter

Airport Substation on Turnbull Bay Road
Mowing and enlarging the encroachment of perimeter

Schoolway Substation on Saxon
Maintain grass and vegetation at substation
Contractor must maintain fence line

Smyrna Substation
Mow ROW and perimeter around enclosure. Includes weed eat and trim.

All Locations:

April-September: Two (2) Visits per Month

October-March: One (1) Visit per Month

Electric transmission lines
Field Street Transmission Line – 3131 SR 44 to 1101 Field St (4.22 miles)
Airport Transmission Line – 3131 SR 44 to 2029 Turnbull Bay Rd – (4.56 miles)
Cassadaga Transmission Line – 3131 SR 44 west for approx.. 11.80 miles and involves 166 transmission structures (no end point address - ends at Structure 89).

Two (2) visits per year

**Note: specialized equipment may be needed for this area. Some of the property crosses through swamp, are very low and depressed, and/or remain wet.

D) FLEET MAINTENANCE FACILITY, 2195 BOAT RAMP DRIVE

The City of New Smyrna Beach maintains the drive leading to and all parking and boat ramp facilities. UCNSB Fleet Maintenance is the area inside the fence line. In addition, a small amount of warehouse inventory is stored here.

Mow, weed eat, and trim

April-September: Two (2) Visits per Month

October-March: One (1) Visit per Month

E) CENTRAL OFFICE BUILDING, 200 CANAL STREET

This site is the Central Office Building of the Utilities Commission. The area to be maintained is a combination of structures and a parking lot with trees and mulch beds. Areas need to be weeded, trimmed and kept clean of debris. This is a high visibility area. Additional services may be requested after a heavy leaf fall or special event.

April-September: Two (2) Visits per Month

October-March: One (1) Visit per Month

F) SUGAR MILL WATER RECLAMATION FACILITY, 401 Clubhouse Blvd.

This site is the former location of Utilities Commission Water Reclamation Facility. The operation is abandoned, however UCNSB maintains ownership of the site and utilizes the property for overflow of reclaim water.

Mow, weed eat, and trim. Maintain fence line.

April-September: Two (2) Visits per Month

October-March: One (1) Visit per Month

OTHER CONDITIONS

1. All of the facilities require full security considerations. Remote sites and pumping stations remain under lock and key and will require an escort.
2. Invoicing must be within one week of work completion. **BILLING IN ADVANCE IS NOT PERMITTED**.
3. Additional mowing must obtain prior approval and will be paid at the 'per cut' rate.
4. Contractor must be licensed and insured to perform all aspects of the work required.

Service Times

All services, unless otherwise coordinated and approved by the Fleet/Facilities Manager (FFM), and/or designee, shall be provided by the Contractor between the hours of 7:00 a.m. and 7:00 p.m. local time, Monday through Friday, excluding State holidays.

General Facility Site Procedures

For each visit to a facility to perform work under this Contract, the entire Contractor's staff shall:

- Check in and out with the FFM or designee at each visit.
- Protect existing facilities from damage by workmen, and shall repair or replace, at the Contractor's expense, any damage to the property caused by its employees or suppliers.
- Keep premises free from accumulation of waste materials or rubbish caused by operations, and from leaks and spillage from equipment. Upon completion of the work, all waste materials and rubbish will be removed.

- The Contractor shall provide the following lawn care services within the boundaries of each facility that include, but are not limited to:
    - Mowing, edging, pruning, watering and cleanup of shrubs, trees and other plantings.
    - Open field mowing.
    - Retention Basin Maintenance.

Lawns shall be mowed at the appropriate height (suggested to be three to four inches above root) to keep a neat appearance. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each mowing. Clippings and debris on non-lawn areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

Permanent fixtures in the lawn areas are to be trimmed with weedeaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Apply pre-emergent weed control in spring and fall.

Edging and trimming along walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the FFM to achieve a solution.

During routine maintenance visits, the Contractor is responsible for removing trash and debris from the property.

All lawn areas, except as stipulated herein, shall be treated with broadleaf weed control, or other applicable pesticide, as agreed upon in the weed/lawn control maintenance program. The Contractor is to provide pricing and other options for GREEN Technology.

Shrubs, Trees and Other Plantings

All plant and tree material is to be pruned in a manner to provide a neat natural appearance, promote bloom, and meet accepted horticultural practices. Limbs that obstruct buildings, walkways, signs, windows, ventilation units or vehicular traffic shall be removed. All shearing

and selective pruning techniques are left to the discretion of the Contractor; however, prior approval of technique to be used and areas affected must be obtained from the FFM.

Weeds must be eradicated and removed to present a neat, well maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergence herbicides. Dead or damaged portions of plants shall be removed to maintain an attractive appearance and promote healthy plant growth.

Mulch in planting beds must be maintained at a minimum depth of three inches during all seasons of the year. Mulch must be Red Mulch, Cypress Mulch, Rubber Mulch, or Pine Straw as determined by the FFM. (material price list to be included on separate sheet with bid)

Shrub beds and tree wells are to be mulched a minimum of twice a year. The Contractor shall avoid excessive application of mulch around and on top of plants and shrubs.

Trees, shrubs, grasses and other plants shall show no sign of excess dryness or excessive watering.

Groundcover shall be kept trimmed within curbs and along walkways. Groundcover shall not be allowed to grow into or through shrubs or other plantings.

The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are over 12 feet in height, appropriate recommendations for treatment shall be submitted to the FFM. If plants affected are less than 12 feet in height, spot treatments are the responsibility of the Contractor.

Tree branches must be thinned and elevated as needed. This applies to tree branches/limbs and palm fronds within 15 feet or less of the ground.

Plant material shall be inspected (and treated if needed) at each service to detect potential infestations of insects and/or disease. A preventative spray program is to be implemented by the Contractor to provide protection against potential infestations. Legally approved chemicals are to be used to treat the problem. Due care will be taken at all times when applying pesticides and must be performed by or under the direct supervision of a licensed applicator. Upon award, the Contractor will provide a preventative spray program in writing for all lawn, weed, shrub, tree, and bed maintenance to be reviewed and approved by the Company within 30 days of Contract execution.

Deep but selective pruning and hard cutbacks will be performed on plant material during winter months (if applicable to the climate) for corrective and restorative purposes. The FFM shall be informed before any drastic cutbacks are performed.

Xeriscape Landscaping

The Contractor will assist with implementing and maintaining Xeriscape Landscaping where possible to support water conservation measures.

Color displays shall provide fullness and impact and shall look fresh at all times. Plant selected must be compatible with the climate for which they are installed. Overall design must be in harmony and scale with the existing landscape and planting area.

All new plants shall be installed at the appropriate depth and on-center spacing. New planting shall be watered in. All nursery tags shall be removed from planting material.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. The Contractor is responsible for insuring that all local codes, ordinances, and other applicable regulations are followed.

Paved Areas

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the FFM to achieve a solution.
Sidewalks, gutters, roadways and other surfaces surrounding the facilities shall be free of leaves and other debris.

All paved surfaces will be maintained free of unnatural foreign material at all times. Natural debris will be removed. Ground cover plant material that infringes on paved surfaces will be trimmed (edged) in conjunction with landscape maintenance.

Mowers and other motorized equipment will be operated in a manner as to avoid leaving tire marks on sidewalks.

The Contractor will be responsible for cleaning up spills or excessive drainage of fluids from equipment onto paved areas.

Schedule of Services to Be Provided

All grounds to be policed and cleaned of accumulated trash and debris prior to any other services being provided. This should be accomplished each time services are scheduled and performed.

Clean parking areas, walkways and drive lanes of all debris generated from each service.

Bi-Weekly *(every two weeks / twice per month)*
All grassy areas will be mowed a minimum of once bi-weekly during the periods specified above under each location.

Edging of all driveways, sidewalks, street curbs and flower beds during the period of December through March. All edging shall be done by mechanical means.

Clean parking areas, walkways and drive lanes of all debris generated from each service.

Monthly
All bushes, hedges, flowerbeds and ornamental vines will be trimmed and/or shaped at least monthly. Certain areas may require trimming more often for aesthetic reasons. Additional trimming will be at the discretion of the FFM.

Clean parking areas, walkways and drive lanes of all debris generated from each service.

Open fields and/or other areas designated as part of the site are to be mowed on a monthly basis. Areas of this nature will be identified during the required site visit.

Semi-Annual
New mulch will be put down in the months of March and September. (Three-inch depth to be maintained throughout the year).

All grass, trees, plants and shrubs are to be fertilized according to industry standards applicable to geographic locations, plant material and grass type. Minimum application will take place no less than twice a year.

Clean parking areas, walkways and drive lanes of all debris generated from each service.

Hurricane Season/Pre Named Storm
Prior to a named storm event, Contractor shall perform additional work to clear areas of debris and trim tree limbs at each of the following locations:

Water Reclamation Facility & Perimeter of Well 24 Fence, 3119 SR 44
Water Treatment Plant, 2640 Paige Ave
413 Smith Street
Slaton/Field Street Facilities, 305 Slaton Ave/1151 Field Street
1000 Field Street
#1 Substation N. Dixie Freeway
Airport Substation on Turnbull Bay Road
Schoolway Substation on Saxon
Smyrna Substation
Fleet Maintenance Facility, 2195 Boat Ramp Drive
Central Office Building, 200 Canal Street

Weed, Pest and Disease Control

All herbicides, fungicides and insecticides will be as specified in "Your Florida Landscape: A Complete Guide to Planting and Maintenance" or "The Florida Lawn Handbook."

Weed control is to be by whatever method necessary, including manual extraction.

The Integrated Pest Management (IPM) Program shall be utilized to minimize the use of pesticides. The Contractor must develop and follow a pest control program, applying the concepts of IPM to minimize the use of pesticides.

Proper culture, pest monitoring, sanitation and timing are all part of the IPM program. Pest control shall be accomplished primarily by granular application except for spot spraying of insecticide.

The Integrated Disease Management (IDM) Program shall be utilized in conjunction with the IPM. The Contractor must develop and follow a pest control program, applying the concepts of IDM for all exterior trees, plants, shrubs and lawns. This program must be preventative as well as remedial. Upon Contract execution, the Contractor will provide a written preventative spray program for all lawn weed, shrubbery, tree and bed maintenance to be reviewed and approved by the Company.

For any applications of fertilizer and/or pesticides and herbicides, the Contractor or subcontractor must have and maintain a pest control or herbicide applicator license.

Once product submittals have been submitted and approved by the FFM and the Contractor commences work, the Contractor must not change the approved products at any time during the term of this Contract without prior written approval from the FFM.

Contractor Staff Requirements

The Contractor's staff shall, at a minimum, wear a company shirt provided by the Contractor, and an identification badge that includes the employee's full name, photograph (portrait), and company name.

Within 10 days after Contract execution, the Contractor shall identify its team members who will be performing services at the UC's facilities. Each team member will be required to have an FDLE background screening check prior to performing work at any UC facility, and then annually thereafter.

Reporting Requirements

The Contractor shall inspect all grass areas, plants and trees for signs of disease, infestation, yellowing of leaves or insect-ridden conditions each service and treat as needed. The results of these inspections and treatments will be reported to the FFM during each visit and recorded in a Monthly Summary Report.

A Monthly Summary Report will be submitted to the FFM by the Contractor on a monthly basis, as a means to verify the performance of services in order to establish a proportional deduction in payment, if services are not performed as required by the Contract. The Monthly Summary Report shall include photos of unmanned locations pre/post service. Although the Contract price was bid as a yearly Contract amount, it is the express intent of the Parties that the Contract be paid monthly and that the value of each monthly invoice is for one-twelfth of the annual Contract amount. The monthly payments are directly related to the work performed each month and submitted in the Contractor's monthly invoice, with supporting documentation including required reports. The FFM shall review, approve, and submit said invoice for payment. The FFM shall work with the Contractor to clarify any discrepancies that may exist prior to payment. Under no circumstances will the annual total of the monthly invoices exceed the yearly Contract amount.

Bidder Name_____

Spec	Location	Est. Number of Cuts Annually	Unit Price
A	Per Cut w/Weed & Trim Rate: 3119 SR 44 & Perimeter of Well 24 Fence	**18**	**$**
	Per Cut Wet Weather Storage Pond	**5**	**$**
	Per Cut w/Weed & Trim Rate: Headend Building 3129 SR 44	**18**	**$**
B	Per Cut w/Weed & Trim Rate: 2640 Paige Ave	**18**	**$**
	Per Cut w/Weed & Trim Rate: South Beach Pumping Station	**18**	**$**
	Per Cut w/Weed & Trim Rate: 3rd Avenue Pumping Station	**18**	**$**
	Per Cut w/Weed & Trim 413 Smith Street	**18**	**$**
	Per Cut Rate: Samsula Well Fields (6)	**6**	**$**
	Per Cut w/Weed & Trim Rate: Samsula Well Fields (6)	**12**	**$**
	Per Cut Rate: Western Well Fields (6)	**6**	**$**
	Per Cut w/Weed & Trim Rate: Western Well Fields (6)	**12**	**$**
	Per Cut Rate: De-Chlorination Site	**6**	**$**
	Per Cut w/Weed & Trim Rate: De-Chlorination	**12**	**$**

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

Spec	Location	Est. Number of Cuts Annually	Unit Price
C	Per Cut Rate w/Weed &Trim: Slaton/Field Street Facilities	**18**	**$**
	Per Cut Rate: 1000 Field Street	**18**	**$**
	Per Cut Rate: #1 Substation	**18**	**$**
C	Per Cut Rate: Airport Substation	**18**	**$**
	Per Cut Rate: Schoolway Substation	**18**	**$**
	Per Cut Rate: Smyrna Substation	**18**	**$**
	Per Cut Rate: Field ST Transmission Line	**2**	**$**
	Per Cut Rate: Airport Transmission Line	**2**	**$**
	Per Cut Rate: Cassadaga Transmission Line	**2**	**$**
D	Per Cut Rate: 2195 Boat Ramp Drive	**18**	**$**
E	Central Office Building 200 Canal	**18**	**$**
F	Per Cut Rate: Sugar Mill, 401 Clubhouse Blvd.	**18**	**$**
G	Hourly Labor Rate Mulching/Planting/Xeriscape (Material Price sheet must be provided with bid)		**$**
H	Hourly Labor Rate Storm Prep (work to be done as noted in preparation for Hurricane season as requested)		**$**

Please list below an annual amount to provide this service according to all specifications, terms, and conditions as listed in ITB 7-16 for all locations.

Total Annual Sum All Locations A-F: $ _____

BID FORM

The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION'S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement. The quotation shall be valid for award within ninety (90) days from the date of opening unless specified otherwise.

Submitted by:_____

(Please Print)

Company Name:_____

Date:_____**Title:**_____

Phone No._____**Fax No:**_____

E-Mail:_____

Signature:_____

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 10-20
ANNUAL CONTRACT LAWN & LANDSCAPING SERVICES

BIDDERS MUST SIGN BID FORM.
STATEMENT OF NO BID

If you do **NOT** intend to bid on this requirement/project, please return this form immediately. Thank you, Utilities Commission, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

- ☐ **Specifications too "tight", i.e. geared toward one brand/manufacturer service only (explain below).**
- ☐ **Unable to meet time period for responding to bid.**
- ☐ **We do not offer this product or service.**
- ☐ **Our schedule would not permit us to perform.**
- ☐ **Unable to meet specifications.**
- ☐ **Unable to meet Bond/Insurance requirement(s).**
- ☐ **Specifications unclear (explain below).**
- ☐ **Unable to meet insurance requirements.**
- ☐ **Please remove us from your "bidder's list".**
- ☐ **Other (specify below).**

REMARKS: _____

_____

_____

_____

_____

_____

_____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the bidder's list of the Utilities Commission, City of New Smyrna Beach, FL.

Company Name: _____ **E-mail**: _____

Bid Number: _____ **Date**: _____

Signature: _____ **Fax**: _____

Telephone: _____