

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 25006</p> <p>FOR:</p> <p>LANDSCAPE AND IRRIGATION SERVICES</p>
<p><u>Contact:</u></p> <p>Mary E. Perez Purchasing Agent Phone: (386) 878-8580 Fax: (386) 878-8571 E-Mail: meperez@deltonafl.gov</p>	<p>BIDDER NAME: _____ _____ _____</p>
<p><u>Bid Due Date & Time:</u></p> <p>Tuesday, March 11, 2025, at 2:30 p.m. at City Hall located at 2345 Providence Blvd., Deltona, FL 32725, 1st floor conference room</p>	<p>MAILING ADDRESS: _____ _____ _____</p>
<p><u>PRE-BID MEETING:</u> A Pre-Bid Meeting will be held on Thursday, February 20, 2025, at 9:00 a.m. at The Center at Deltona located at 1640 Dr. Martin Luther King Blvd., Deltona, FL 32725.</p> <p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone No. _____</p> <p>Fax No. _____</p>

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit **two (2) complete sets (one [1] original and one copy [1] copy along with one CD)** of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN **OFFER** BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-8100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Contracts resulting from this Invitation for Bid will run for an initial period of three (3) years, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates bid will be firm for the first two years term and will or will not be changed based on the guidelines outlined in the following paragraph "Price Redetermination.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendums are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of

knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and

receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BID NO. 25006
LANDSCAPE AND IRRIGATION SERVICES

CITY OF DELTONA
SCOPE OF WORK FOR THE CENTER AT DELTONA AND ON-CALL
LANDSCAPE INSTALLATION, IRRIGATION INSTALLATION, &
GROUNDS MAINTENANCE SERVICES

TECHNICAL SPECIFICATIONS

A. THE CENTER AT DELTONA - 1640 Dr. Martin Luther King Blvd., Deltona, FL 32725

B. FIRE STATION #65 - 2983 Howland Blvd., Deltona, FL 32725

C. FIRE STATION #61 - 1685 Providence Blvd., Deltona, FL 32725

D. DELTONA CITY HALL - 2345 Providence Blvd., Deltona, FL 32725

1.0 SPECIAL PROVISIONS

1.1 It will be the responsibility of the Contractor to determine dimensions at pre-bid meeting. Bid amount to be determined on the total area to be serviced, on a per month cost.

1.2 Contractor shall provide all labor, materials and equipment to perform all requirements and meet all specifications while under contract with the City of Deltona. The contract time for this Price Agreement shall be three (3) years from the date of award with an option of additional two (2) one-year extensions upon agreement by both Contractor and the City of Deltona.

1.3 It is estimated that the minimum number of cuts per year is approximately 42. This is only an estimate and not a guarantee.

1.4 Mowing will be done on a minimum weekly basis, unless lack of rain/drought conditions warrant less frequent mowing, from April 1 through October 31, to maintain a uniform appearance during the growing season. Mowing from November 1 through March 31 will be done on a minimum bi-weekly basis, unless lack of rain/drought conditions warrant less frequent mowing. At no time will the area be allowed to become overgrown or not mowed within the appropriate time period and become less than satisfactory to the area inspector. In the event of prolonged periods of rain/drought conditions that warrant less mowing, indicate on bid form (where indicated) if any price adjustment will be allowed due to such conditions.

1.5 Damage to public and private property – Contractor shall take extreme care to safeguard and protect against existing facilities, site amenities, sprinkler systems, windows, vehicles and personnel on and around job site. The Contractor will take care not to use equipment that will scalp or track/rut the berms or swales. Any damage caused by the contractor to public and private property shall be the responsibility of the Contractor to pay for said damages at no cost or obligation to the City of Deltona.

1.6 Repair/replacement of parts of the irrigation system within the area awarded is the responsibility of the Contractor. Items to be replaced or repaired are sprinkler heads, PVC pipes, couplings and/or other small items that may be required. Larger items such as

timers, pumps, etc. will be repaired/replaced by the City. It is also the responsibility of the Contractor to set up and maintain correct schedule of watering to prevent over/under watering and to comply with any watering restrictions that may be applicable. Inspection of the irrigation system is the responsibility of the Contractor and to report any damage(s) prior to start of Contract. Any agreed upon repairs will be done on a one-time labor and parts cost basis, final cost to be approved in advance.

1.7 Contractor shall work closely at all times with the City's representative and will sign in when arriving on the job site and also **when leaving the job site at completion of the day. Contractor shall be responsible for visiting the sites being submitted for Bid.** If any assistance is needed as to exact areas to be cut and serviced at site(s), contractors shall contact the City's representative.

1.8 Poor performance – Failure by a Contractor to perform the quality of work required under this Bid shall be grounds for termination of the contract by default. There are specific monetary consequences to the Contractor for non-performance in accordance with the required services for the City of Deltona.

1.9 Contractors shall be responsible for:

A. Site Preparation – Prior to servicing any location, all debris including paper, bottles, cans, branches, limbs, palm fronds, rocks, etc., shall be picked up and removed from the service area. All leaves and pine needles that have naturally dropped on the sidewalks, driveways, parking areas, and roadways shall be blown on the grass and mulched during mowing.

B. Mowing – Mower shall be equipped with mulching blades and shall be kept sharp to insure smooth, clean cut of grass blades. All litter that may be cut up and/or discharged by the mower must be removed prior to mowing. Grass clippings shall not be bagged, they are to be mulched and left. Mulched grass clippings shall be evenly spread, no piles of grass left. All turf areas shall be mowed to maintain an attractive appearance at all times. Grass will be cut to a height appropriate for the type of grass being mowed. Mowing shall be done to prevent any damage to existing turf. Any lawn areas damaged by the Contractor shall be restored at Contractor's expense. Mowing next to buildings shall be far enough away to prevent scraping of the mower against the building.

C. Weeding – Removal of all weeds from external planters and planting beds shall be accomplished by hand, each service. Remove all vines growing on other vegetation, such as bushes, trees, etc. Weeds are defined as any vegetation growth that is present that has not been planted for the specific purpose of landscaping. All storm drain areas will be kept free of weeds and miscellaneous debris. Weed eating around trees will be done as needed with care not to damage property.

D. Edging – All sidewalks, landscaping beds, curbing, driveways, parking areas, and asphalt roadways shall be edged every time an area is serviced. All walkways and streets shall be edged to maintain a uniform appearance during the growing season by mechanical means. All clippings will be blown off curbs and walkways. Extreme care will be taken not to blow clippings and lawn debris into the waterways or roadways. Mechanical blade edging of all plant beds will be done in order to maintain a uniform appearance during the growing season. At no time will the beds be allowed to become less than satisfactory.

E. Trimming – Trim around the perimeter of all buildings, structure, posts, signs, fences or other objects every time an area is serviced. Trim all tree branches to a height of eight (8) feet above the ground over all walkways and parking areas in parking lots and roadways. Plants, trees, and shrubs located at intersections, and parking lot accesses are to be trimmed in accordance with Department of Transportation, *Sight Distance at Intersections* standards, and County of Volusia Code 410.07 *Sight Distance*. All trimmings shall be picked up and removed from the property. **Palm trees are to be trimmed by others and are not to be calculated into bid price.**

F. Landscaped Area Weeding – All landscaped areas shall have all trash, including cigarette butts, foreign growth, limbs, branches, and dead plants removed by hand every time the location is serviced. Remove all vines. All trash material may be placed in the location dumpster only, all vegetation material shall be removed from the property and disposed of in accordance with federal, state and local laws.

G. Landscaped Area Trimming – All landscaped area plants shall be trimmed monthly. Trimming should maintain the growth pattern of existing plants to prevent growth beyond the boundaries of the planted area on to sidewalk areas, roadways, and parking areas. **All trimmings shall be picked up and removed from the property.**

H. Fences – Trim along the base of all fences. Remove vines and other vegetation from all fences. Herbicides may be used to prevent growth of vegetation on fence lines. All trimmings shall be picked up and removed from the property. Herbicides will be applied, by others, at base of fence surrounding the airfield to prevent growth of vegetation on the fence lines. Do not calculate the cost of herbicide / application cost into bid.

I. Mulch – Cypress Mulch will be the material of choice for all landscaped areas, as applicable. Mulch will be furnished by the City; however, Contractor will indicate within bid the cost, per yard, to install. Schedule of mulch installation will be determined by the City.

J. Exterior Planters – Remove all weeds from planters, and trim plants to maintain a neat, professional appearance.

K. Clean Up – All trimmings shall be picked up and removed from the property. Blow all walkways, cement areas, roadways, and parking areas clean of all vegetation. Normal debris generated in the regular service will be hauled from the site and is included in the contractual fee. Additional waste generated that is not grounds maintenance related, such as trash generated during special events, will be billed additionally, according to the amount of waste, with the advance approval of management.

L. Herbicide – Defoliant, herbicide or growth retardant shall not be used in any landscaped area at any time, or in other areas without prior written approval. Herbicides can be used to prevent growth in walkways, parking areas, fences, and hard surface areas. Treat walkways, curb areas, and parking areas to prevent growth in cracks and expansion joints.

M. Insecticides – shall be applied to any anthills.

N. Pruning – All plants will be pruned or sheared as needed for proper bud development and foliage growth. Pruning of all woody ornamentals and tree branches less than eight (8) feet in height to balance infiltrating light, to remove dead wood and protect maximum health and growth shall be done as necessary.

O. Incidental – Any and all work requiring an additional charge must have prior approval by management. Additional work projects or plantings will be billed at a rate to be

previously agreed upon.

1.10 On-site meetings will be scheduled on an as-required basis as determined by the City's representative.

1.11 All work shall be performed in a professional manner by appropriately dressed employees and of the highest quality. Shirts must be worn at all times. Appropriate safety equipment must be available and worn. When working in roadway areas, traffic cones must be used to warn motorists of equipment / vehicles in roadways and such shall be placed at a safe distance in advance of the obstruction.

1.12 Any Contractor or sub-contractor must be in compliance with Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) rules and regulations.

SCOPE OF WORK FOR ON-CALL, AS NEEDED LANDSCAPE AND IRRIGATION SERVICES

2.0 INTRODUCTION

2.1 This Scope of Work (hereinafter referred to as the Scope) is for on-call services to the City of Deltona (hereinafter referred to as the City) for landscape installation, irrigation installation, and grounds maintenance professional services (hereinafter referred to as Landscape & Irrigation Services).

2.2 The respondent (hereinafter referred to as the Consultant) shall be financially liable for any or all damages and/or service interruptions resulting from work being performed by the Consultant, their employees, and their subcontractors working for the Consultant or their employees.

2.3 This standard Scope shall be applied to all sites as designated by the City. This Scope shall be utilized by the City and by each Landscape & Irrigation Service provider to perform and/or assist in the performance of Landscape & Irrigation Services; and to ensure that the grounds at each site are safe, secure, and presentable at all times. This Scope also outlines the methods, procedures, and specifications to be used to perform Landscape & Irrigation Services at any and all of the City's property receiving Landscape & Irrigation Services from the Consultant, their employees, or their subcontractors.

2.4 Any questions concerning compliance with the specifications set forth in this Scope should be addressed to meperez@deltonafl.gov

3.0 GENERAL CONDITIONS

3.1 The principal objective of scheduled Landscape & Irrigation Services is to maintain safe, secure, and presentable grounds at City's property for its residents, employees, contractors, visitors, and neighbors.

3.2 The City properties are also a representation of its residents. A suitable environment must be maintained at all times to enable the City to continue to function. Thus, excessive dust and the improper use of chemicals, water, and/or other liquids can severely harm the environment, equipment, property, or adversely affect City residents, employees, business operations, etc. The Consultant shall coordinate any Landscape & Irrigation Service activities that could adversely affect City's business operations with the Parks Director or his or her assigns before maintenance commences.

3.3 Consultant shall be liable for all damages and/or service interruptions resulting from work being performed by Consultant employees or his subcontractors. The Parks Director or his or her assigns must be immediately notified of damages and/or service interruptions immediately and in accordance with this Scope. Any subcontractors used to make repairs or provide service on the Consultant's behalf shall be approved in advance by the City's Purchasing Division.

3.4 Consultant shall provide individual or scheduled Landscape & Irrigation Services on a predetermined basis and agreed to through the use of a City Work Authorization form, in accordance with this Scope.

3.5 Consultant shall be responsible for assuring that all work, whether performed by the Consultant or subcontractor is performed to the safety of persons and property. Consultant shall periodically conduct safety inspections of the work, and the City shall have the right to make similar inspections. The City has the right to notify the Consultant for any non-compliance of safety requirements and, upon receipt of such notice, the Consultant shall immediately remedy the matter. If the Consultant fails to do so, the City reserve the right to stop work in whole or in part until such failure has been corrected.

3.6 Consultant shall provide emergency Landscape & Irrigation Services, as requested by the City, with respect of the Consultant's businesses operations.

3.7 The Consultant's Landscape & Irrigation Services supplies and equipment may not be stored on City's property, unless pre-approved from the Parks Director or his or her assigns. If approved, the storage areas must be kept clean and orderly and not create a public safety hazard. ***Note: The***

City is not responsible for loss or damage to Consultant's tools, equipment, or materials on City's property.

3.8 Consultant shall not use the City commercial utilities to clean Consultant's equipment or to operate Consultant's electrically powered equipment, without prior approval of the City's Parks Director or his or her assigns.

3.9 Consultant shall remove all Landscape & Irrigation Services debris or trash at the end of the workday, unless physically limiting. If debris or trash cannot be hauled away at the end of the workday, the debris or trash shall be contained in an orderly manner and not strewn. The Consultant is responsible for using their debris or trash receptacles. If the City has to remove the Consultants debris or trash, the Consultant shall be invoiced for the entire cost of the effort.

4.0 GOVERNING STANDARDS & CONSULTANT'S RESPONSIBILITIES

The responsibilities set forth in this Scope apply to all Landscape & Irrigation Services:

4.1 All Landscape & Irrigation Services shall be in accordance with the most recent and the most stringent, where interpretation exists, applicable codes, standards, and manufacturers' instructions, as of the execution date of this Scope. Manufacturer's instructions, operations and maintenance manuals applicable to equipment and materials used and adherence to all other city, county, state or federal codes or standards. The Parks Director or his or her assigns shall have the final judgment in determining whether the Landscape & Irrigation Services are satisfactory, the quality/type of plantings, chemicals, cut pattern, supplies used, matters of interpretation, and all work required to meet any new revised codes, etc. All work shall adhere to Occupational Safety and Health Administration Standards (OSHA), Environmental Protection Agency (EPA), and Department of Transportation (DOT) standards.

4.2 Consultant's personnel shall be qualified through licensure and trained through State of Florida or similar programs to perform all Landscape & Irrigation Services for this Scope.

4.3 Consultant's employees and their subcontractors shall dress and act in an appropriate and professional manner while performing Landscape & Irrigation Services under this Scope, per the City's standards. Customer service shall be paramount, and the City anticipates the Consultant's employees, and their subcontractors shall be courteous.

4.4 Consultant shall conduct a scheduled on-site inspection with the City Parks Director or his or her assigns. The Consultant and City shall jointly develop an inspection checklist to be completed per work effort and prior to commencement of work.

4.5 The City requires that the Consultant have non-working management level supervision for all areas under their responsibility. All management personnel must be able to communicate clearly, both orally and in written communication. Consultant's management personnel must be able to work with the City to understand all issues, concerns, work performances, Consultant staffing, Landscape & Irrigation Services, reporting, etc. Consultant's management personnel must initiate meetings with the Parks Director or his or her assigns on a regular basis to provide updates and/or reports.

4.6 Consultant is responsible for their job performance evaluations on its employees and makes the necessary steps to retain employees with professional attitudes and desire to provide the high-quality service.

4.7 Consultant shall provide all labor, equipment, tools, materials, and transportation necessary to maintain grounds at the City's property.

4.8 Consultant shall provide an escalation list and provide it to the City that contains a minimum of three (3) contact names and their associated telephone numbers (business, home and mobile). These contacts shall be responsible for handling scheduling and emergency service calls.

4.9 Consultant shall respond by telephone within an eight (8) hour workday for non-emergency calls and within fifteen (15) minutes for emergency calls. Consultant's qualified personnel shall be at the site requiring service within two (2) hours of notification for the required Landscape & Irrigation Services needed. Consultant agrees that time is of the essence in all emergencies and shall be accessible and respond at all times to the requirements of the emergency work with a sense of urgency. Consultant's access to City's sites may include the presence of the Parks Director or his or her assigns.

4.10 Consultant's employees are required to display a Consultant contractor's identification badge while on City's property. Consultant shall provide the Parks Director or his or her assigns with an accurate list of employees and recent photo identification. Consultant shall notify the Parks Director or his or her assigns of the change in status of any of these employees with the aforementioned Proposals and certifications.

4.11 The City in its sole discretion may refuse access to any of the Consultant's non-authorized employees or persons, while on City property.

4.12 Consultant's personnel are not to use any of the City's property, such as telephones, office equipment or computers, unless approved by the City's Parks Director or his or her assigns.

4.13 Landscape & Irrigation Services in the Scope must be approved by the Parks Director or his or her assigns prior to commencement. Work performed without prior written approval by the City's Parks Director or his or her assigns, Purchase Order issuance, and clearance of being licensed to work within the City is at risk of non-payment.

4.14 Consultant shall report any item(s) that requires further attention that are identified while performing the work; including but not limited to cost estimates, comments, and recommendations, etc. The Consultant and/or the Parks Director or his or her assigns may schedule periodic meetings to discuss work performance and future directions.

5.0 LANDSCAPE/IRRIGATION SERVICES & CHEMICAL APPLICATIONS

5.1 Consultant shall coordinate scheduled Landscape & Irrigation Services with the Parks Director or his or her assigns, in order to perform all required work in a timely and efficient manner. Coordination with the Parks Director or his or her assigns is imperative. The Consultant shall contact the Parks Director or his or her assigns within ten (10) business days of execution of the contract to initiate the schedule for Landscape & Irrigation Services.

5.2 Consultant shall have and keep current Florida pesticide certifications and licensing to apply to lawns and ornamental species.

5.3 Upon completion of a Landscape & Irrigation Services schedule per Scope, the Consultant shall provide a final version of this schedule to the Parks Director or his or her assigns. This shall be an electronic and/or hard copy. Should the Consultant or the Parks Director or his or her assigns need to make changes in the schedule, they shall notify the other party of the change with a minimum of 24-hours prior to the time scheduled Landscape & Irrigation Services was to begin; and provide an alternate schedule agreed to in writing by both parties; unless due to inclement weather conditions.

5.4 The City may require a Consultant's supervisory or management representative to participate in scheduled quality site walk-through. Scheduled Landscape & Irrigation Services shall be performed according to the frequencies determined by the Parks Director or his or her assigns and reflected in Work Authorization.

5.5 The City has multiple facilities with varying Landscape & Irrigation Service needs. Certain tasks should be performed at the season and/or frequency interval, as set forth in the Work Authorization. The City reserves the right to adjust the frequency of Landscape & Irrigation Services, as the City deems necessary.

5.6 All supplies and chemicals used in the provision of scheduled Landscape & Irrigation Services shall be provided by the Consultant. The Consultant shall ensure that the purchase of any supplies and chemicals are used per the label directions. Consultant shall not use any of the City's supplies, material, and chemicals except as approved by the Parks Director or his or her assigns. Consultant shall also be responsible for proper disposal and clean-out of chemical materials to not harm City property nor the environment.

5.7 Consultant shall notify the Parks Director or his or her assigns within 24 hours in advance of the use of all chemicals at City's property and shall include a description of the chemical used and the affected location on the site.

5.8 Consultant shall maintain Materials Safety Data Sheets (MSDS) for each of City's sites that include all products used at City's property. This MSDS shall be available upon request for use or review by City.

5.9 Emergency or on-call Landscape & Irrigation Services shall be pre-authorized by the Parks Director or his or her assigns only. Consultant shall perform the work during normal business hours (8:00 AM to 5:00 PM M-F) within 24-hours of notification. The Parks Director or his or her assigns shall be informed as to the approximate date and time the work shall be completed.

5.10 If Consultant's employee inadvertently causes any damage to the facility while performing Landscape & Irrigation Services, the Consultant's employee shall immediately notify the Parks Director or his or her assigns to report details of the potential damage so that recovery efforts can be initiated by the Parks Director or his or her assigns immediately.

5.11 Mowing shall occur at intervals sufficient to maintain a healthy and attractive turf. Care should be taken to ensure that grass is not mowed too short for environmental conditions and/or terrain and is mowed to an optimal height per species. Turf scalping is prohibited.

5.12 Litter and debris shall be removed from turf areas, fence lines, shrubs, flower beds, etc. prior to mowing and no trash or yard debris is to be cut by the mower. Grass clippings may be broadcast or bagged as long as the clippings are not left windrowed or blanketing the grass. Clippings should be virtually invisible after mowing is completed. Consultant shall remove all landscape debris from City properties including landscape debris caused during mowing and trimming operations. No debris shall be placed or left in trash receptacles or

dumpsters owned by the City.

5.13 Grass clippings should be removed from all paved areas and do not blow the clippings into the street or storm drains. Blow grass clippings away from air conditioner units and blow grass clippings and other yard debris out of condenser fins using a blower. Grass clippings shall be blown onto turf and/or beds prior to collection and removal.

5.14 All mowing equipment shall be maintained and cutting edges shall be kept in sharp looking condition, which includes but is not limited to, edging and trimming edge sidewalks,

driveways, and curbs with a power edger as needed to maintain attractive appearance.

5.15 After each mowing, trim areas along bender boards, hardscape having cosmetic surfaces, turf areas that abut walls, trees, shrubs, planting beds, signs, posts, fence lines, and building foundations.

5.16 All pruning shall follow generally accepted horticultural practices as outlined in "Pruning Landscape Trees and Shrubs" by Edward Gilman & Robert Black, University of Florida IFAS Extension or through use of Best Management Practices (BMPs). Manual weed control in landscaped areas or use of chemicals shall not negatively alter the appearance of the vegetation.

5.17 Consultant shall notify Parks Director or his or her assigns when the application of chemical herbicide is needed for on-going grounds maintenance.

5.18 Plants and trees shall be checked for insects and disease. The Parks Director or his or her assigns shall be notified if insects or disease requiring special attention is observed. Landscape beds and lawns in recreational areas of City property shall be checked for insect mounds and hives for removal or treatment. Pest control plants and trees shall be treated for insects and disease as approved by the Parks Director or his or her assigns.

5.19 Turf areas shall be fertilized (phosphorus free) in a manner most appropriate to the site conditions and climate. Slm.1bs and trees should be fertilized to maintain a healthy and blooming condition.

5.20 Spraying chemicals along perimeter of building shall not kill grass or turf surfaces. Fertilizer and weed and pest control must be applied by a licensed applicator as required by the State of Florida and according to the manufacturers' written recommendations.

5.21 Consultant shall notify the Parks Director or his or her assigns when there is a need for

Pruning that requires tree climbing or the use of power equipment. The Consultant shall provide the Parks Director or his or her assigns an associated estimate along with a description of the needed work. Shade tree pruning shall be done during the dormant season.

5.22 Removal of leaves and all debris from grassy areas, entrance road, sidewalks, stairwells, generators, condensers, shrub and flower beds, and parking lot(s).

5.23 New tree and turf installation and establishment (Refer to appendix: Specifications for Planting Trees and Shrubs in the Southeastern U.S. Edward Gilman, University of Florida IFAS Extension). New shrub & groundcover installation (Refer to appendix: Specifications for Planting Trees and Shrubs in the Southeastern U.S. Edward Gilman, University of Florida IFAS Extension)

5.24 Removal of trees including branching structure, trunk, stump grinding, and debris removal for: Small trees-6" and less in diameter at breast height (DBH); Medium trees - 7" - 24" and greater in diameter at breast height (DBH); Large trees greater than 24" and greater in diameter at breast height (DBH) and shall not violate City tree removal regulations.

5.25 All time and materials costs shall be reimbursed to the Consultant, provided the work is authorized as pre-approved by the Parks Director or his or her assigns in writing through a Work Authorization or through written communication prior to work commencement. Work and materials performed and/or used without written authorization is considered at risk of non-reimbursement.

INVOICING INSTRUCTIONS

LANDSCAPE/IRRIGATION SERVICES & CHEMICAL APPLICATIONS

Under the terms of this Scope, all work shall be scheduled and outlined in a Scope of Work per task and pre-authorized through the use of a Work Authorization and Purchase Order in place and fully executed prior to commencement of activity. The City, at its sole discretion, shall determine any and all work for payment prior to release of payment. Invoices should include time and material costs for reimbursement. Work performed for emergency purposes on as an on-call basis, shall be accompanied by written authorization from the Parks Director or his or her assigns and coded to an executed City Purchase Order.

Every invoice submitted for payment for the performance of Landscape & Irrigation Services must include the following information. The invoice should be legible. All invoices must be submitted directly to the Finance Department. Invoices submitted to any other locations may result in no payment and/or delayed payment.

- Site Name: As detailed on the Work Authorization and Purchase Order.

- Site Address: As detailed on the Work Authorization and Purchase Order.
- Exact dollar amount specified in contract (From Purchase Order).
- Purchase Order number (If the invoice is multiple pages, the Purchase Order number must appear on each page.)
- All invoices must be sent to the City of Deltona, c/o Accounts Payable Department, City Hall, 2345 Providence Blvd., Deltona, FL, 32725.

A. MISCELLANEOUS

1. By submitting a bid, the bidder agrees to furnish such additional information as the City of Deltona may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. To the extent there are any revisions or additional to the information provided or requested in the RFP, an addendum will be posted on www.demandstar.com The City of Deltona reserves the right to make such investigations of the Proposals of the proposer as it deems appropriate.

2. PROPOSALS BINDING

All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals.

3. INCURRED EXPENSES

The City of Deltona is not responsible for, and costs incurred by a firm in either responding to this RFP or in participating in oral presentations or meetings with the City of Deltona.

4. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the RFPs and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The City of Deltona will consider a proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur such opinions, and shall have no liability to a proposer for making public any information contained in a proposal.

All proposals received from proposers in response to this RFP will become the property of the City of Deltona and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City of Deltona.

5. INTERVIEWS

The City of Deltona reserves the right to interview some, all or none of the firms responding to this RFP based solely on the City of Deltona's judgment as to the firm's Proposals and capabilities.

6. ACCEPTANCE/REJECTION/MODIFICATIONS TO PROPOSALS

The City of Deltona reserves the right to negotiate modifications to the proposals that it deems acceptable, to reject any m all proposals, to request and consider additional information from any firm, and to waive minor irregularities and technical defects The City of Deltona reserves the right to seek new proposals when it detelmines that it is in its best interest to do so

7. SEPARATE BIDS FROM COMPANIES UNDER COMMON CONTROL

Proposers under common control may only submit a single proposal The City of Deltona reserves the right to reject separate proposals from proposers under common control.

BID SUBMITTAL

The undersigned hereby declare that [firm name] _____
_____ has carefully examined the specifications to furnish:

LANDSCAPE / GROUNDS MAINTENANCE SERVICES AT THE CENTER AT DELTONA AND ANY ADDITIONAL LOCATIONS THROUGHOUT THE CONTRACT PERIOD. ADDITIONAL LOCATIONS/PROJECTS WILL BE PRICED BASED ON THE HOURLY RATES AS INDICATED IN YOUR BID.

Contractor will furnish all labor, materials, supervision and equipment to provide landscaping service and mowing at The Center at Deltona and any additional locations, in accordance with all specifications, quotations, drawings, and requirements set forth within this bid.

LOCATION A:

THE CENTER AT DELTONA, 1640 Dr. Martin Luther King Blvd, Deltona, FL 32725
Landscaping & Irrigation and Mowing Service

PRICE PER MONTH: \$ _____ **PRICE PER YEAR:** \$ _____

Lack of rain / drought condition price adjustment: \$ _____
Cost per yard for installation of mulch (**Labor only; mulch provided by City**)
\$ _____
Explanation of adjustment costs: _____

LOCATION B:

FIRE STATION #65, 2983 Howland Blvd., Deltona, FL 32725
Landscaping & Irrigation and Mowing Service

PRICE PER MONTH: \$ _____ **PRICE PER YEAR:** \$ _____

Lack of rain / drought condition price adjustment: \$ _____
Cost per yard for installation of mulch (**Labor only; mulch provided by City**)
\$ _____
Explanation of adjustment costs: _____

LOCATION C:

FIRE STATION #61, 1685 Providence Blvd., Deltona, FL 32725
Landscaping & Irrigation and Mowing Service

PRICE PER MONTH: \$ _____ **PRICE PER YEAR:** \$ _____

Lack of rain / drought condition price adjustment: \$ _____
Cost per yard for installation of mulch (**Labor only; mulch provided by City**)
\$ _____
Explanation of adjustment costs: _____

LOCATION D:

DELTONA CITY HALL, 2345 Providence Blvd., Deltona, FL 32725
Landscaping & Irrigation and Mowing Service

PRICE PER MONTH: \$ _____ **PRICE PER YEAR:** \$ _____

Lack of rain / drought condition price adjustment: \$ _____
Cost per yard for installation of mulch (**Labor only; mulch provided by City**)
\$ _____
Explanation of adjustment costs: _____

PROVIDE HOURLY RATES FOR THE FOLLOWING FOR ANY ON CALL WORK THAT NEEDS TO BE PERFORMED:

SERVICE	HOURLY RATE
Lawn Service (other locations/projects)	\$ _____
Irrigation	\$ _____
Fertilization	\$ _____
Weed Control	\$ _____
Any materials needed for any project – To be priced based on cost plus a % to be added	Cost plus _____ %

Note that awarded bidder will be required to show the cost paid and the % added on their invoices.

Cost per hour for any and all additional work: \$_____ /hour

Did you visit the site areas that you are bidding on prior to submittal deadline?

_____ **Yes** _____ **No**

Have you completed and attached the client list? _____ Yes _____ No

Have you supplied the required technical information? _____ **YES** _____ **NO**

Have you supplied the required references? _____ **YES** _____ **NO**

The City of Deltona reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 25006 and that I as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Bid.

GRAND TOTAL ALL LOCATIONS: \$ _____

PIGGYBACK CLAUSE (FOR OTHER GOVERNMENT ENTITIES TO UTILIZE THIS BID):

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities.

**CITY OF DELTONA
BIDDER INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ☐ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

CONTRACTOR

DATE

This Form Must Be Completed and Returned with your Submittal.

References

CLIENT/CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER
		()
		()
		()
		()
		()

Does Bidder have any similar work in progress at time of Bid Opening? Yes ☐ No ☐

If "Yes", explain:

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

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 proposed 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.

X

Bidder's Signature

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Statement of No Bid
Bid No. 25006 - LANDSCAPE AND IRRIGATION SERVICES

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s):

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications.
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond.
- ☐ We do not offer this type of product or equivalent.
- ☐ Our production schedule would not permit us to perform.
- ☐ Unable to meet bond requirements.
- ☐ Other (please explain below)

REMARKS:

_____ Company Name	_____ Telephone
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X _____ Signature	_____ Fax
----------------------	--------------

_____ Title	_____ Typed or Printed Name
----------------	--------------------------------

_____ Address	_____ City	_____ State	_____ Zip
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E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website: