Submit Bid to:	INVITATION TO BID# 25006
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CITY OF DELTONA	FOR:
2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing	LANDSCAPE AND IRRIGATION SERVICES
CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER	
Contact:	
Mary E. Perez	BIDDER NAME: Earthscapes Unlimited Inc
Purchasing Agent	DIDDER NAME. Latinscapes on minimed inc
Phone: (386) 878-8580	
Fax: (386) 878-8571	
E-Mail: meperez@deltonafl.gov	
Bid Due Date & Time:	
Tuesday, March 11, 2025, at 2:30 p.m. at City Hall	MAILING ADDRESS:
located at 2345 Providence Blvd., Deltona, FL 32725, 1st	PO Box 819 Coleman, FL 33521
floor conference room	
PRE-BID MEETING: A Pre-Bid Meeting will be held	Phone No.
on Thursday, February 20, 2025, at 9:00 a.m. at The	352-748-0351
Center at Deltona located at 1640 Dr. Martin Luther	
King Blvd., Deltona, Fl 32725.	Fax No.
Location of Public Opening:	352-330-2457
City of Deltona, 1st Floor Conference Room	
2345 Providence Blvd., Deltona, FL 32725	

# 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.

<u>CONTACT:</u> 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.

**<u>DELAYS:</u>** 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 <u>must</u> 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.

<u>TAXES</u>: 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.

<u>DISCOUNTS:</u> 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 <a href="https://www.demandstar.com">www.demandstar.com</a> 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.

<u>DRUG-FREE WORKPLACE:</u> 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.

<u>POSTING OF BID AWARD</u>: 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.

<u>PERMITS/LICENSES/FEES:</u> 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.

<u>INDEMNIFICATION</u>: 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.

<u>ADVERTISING:</u> 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.

<u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u> 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.

**<u>FACILITIES:</u>** 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)(0), 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.

<u>BID PREPARATION COSTS</u>: 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 propeliy 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 <a href="mailto:meperez@deltonafl.gov">meperez@deltonafl.gov</a>

#### **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 propeliy.
- 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 (I 0) 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 cellifications 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 info1med 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 feltilized (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 <a href="www.demandstar.com">www.demandstar.com</a> 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 film 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]Earthscapes Unlimited Inc
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: \$ 2,908.08 PRICE PER YEAR: \$ 34,896.96
Lack of rain / drought condition price adjustment: \$ 0  Cost per yard for installation of mulch (Labor only; mulch provided by City)  \$ 40 per hour / per person  Explanation of adjustment costs: Time is still spent traveling to the location
LOCATION B:
FIRE STATION #65, 2983 Howland Blvd., Deltona, FL 32725 Landscaping & Irrigation and Mowing Service
PRICE PER MONTH: \$ 800.85 PRICE PER YEAR: \$ 9,610.20
Lack of rain / drought condition price adjustment: \$ 0  Cost per yard for installation of mulch (Labor only; mulch provided by City)  \$ 40 per hour / per person
Explanation of adjustment costs: Time is still spent traveling to the location

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FIRE STATION #61, 1685 Providence Blvd., Deltona, FL 32725 Landscaping & Irrigation and Mowing Service PRICE **PER YEAR**: \$ 6,979.82 PRICE PER MONTH: \$ 581.65 Lack of rain / drought condition price adjustment: \$ 0 Cost per yard for installation of mulch (Labor only; mulch provided by City) \$ 40 per hour / per person Explanation of adjustment costs: Time is still spent traveling to the location **LOCATION D:** DELTONA CITY HALL, 2345 Providence Blvd., Deltona, FL 32725 Landscaping & Irrigation and Mowing Service PRICE PER YEAR: \$ 31,243.76 PRICE PER MONTH: \$ 2,603.65 Lack of rain / drought condition price adjustment: \$ 0 Cost per yard for installation of mulch (Labor only; mulch provided by City) \$ 40 per hour / per person Explanation of adjustment costs: Time is still spent traveling to the location PROVIDE HOURLY RATES FOR THE FOLLOWING FOR ANY ON CALL WORK THAT **NEEDS TO BE PERFORMED: HOURLY RATE** SERVICE \$45.00 Lawn Service (other locations/projects) \$65.00 Irrigation \$65.00 Fertilization \$65.00 Weed Control Cost plus 17.5 Any materials needed for any project – To be priced based on cost plus a % to be added

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: \$45.00 /hour
Did you visit the site areas that you are bidding on prior to submittal deadline?
X YesNo
Have you completed and attached the client list?X YesNo
Have you supplied the required technical information? X YES NO
Have you supplied the required references? X 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: \$82,730.74

#### 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.

# Department of Agriculture and Consumer Service **BUREAU OF LICENSING AND ENFORCEMENT** STATE OF FLORIDA

EARTHSCAPES UNLIMITED INC PEST CONTROL COMPANY FIRM 1010 N WARNELL RD

JB179569

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING October 31, 2025







#### **SUBMISSION REQUIREMENTS**

#### 1. PROPOSERS STATEMENT

Legal Name: Earthscapes Unlimited, Inc.

Address: 1010 N. Warnell Rd.

PO Box 819

Coleman, FL 33521

Authorized Signature of Proposing Firm: David Gruber

- 1.1 William "Judd" Westfall
- 1.2 1010 N Warnell Rd PO Box 819 Coleman, FL 33521
- 1.3 352-571-0067 (Cell) 352-748-0351 (Office)
- 1.4 352-330-2457
- 1.5 jwestfall@earthscapesunlimited.com
- 1.6 Corporation
- 1.7 02-0546095

#### 2. <u>MINIMUM REQUIREMENTS</u>

- 2.1 Earthscapes Unlimited, Inc. is registered to do business in the State of Florida and fully licensed to perform the services.
- 2.2 Earthscapes Unlimited, Inc. is not a subsidiary and is fully independent of SECO.
- 2.3 Experience as follows:



2.3.1 Project Name: Minneola Athletic Complex

Agency: Lake County Office of Parks and Water Resources

Address: 13930 Education Ave.

City, State, Zip Code: Minneola, Florida 34715

Contact Person: Brian Rams Title: Recreation Coordinator

Email: Brian.Rams@lakecountyfl.gov

Telephone: 352-267-6631 Project Cost: \$237,740.71

Contract Start and End Dates: 3/15/22 – 3/14/25

SCOPE of Project (list tasks, outlines, or descriptions of items): Bermuda Mowing-Fertilize-Pest Control, Bahia Mowing, and Clay Maintenance.

Project Name: Hwy 44 Lots & Oxford Family & Friends

Agency: Commercial Property Management

Address: 3597 Kiessel Rd

City, State, Zip Code: The Villages, Florida 32163

Contact Person: Brian Huffman

Title: Facilities Manager

Email: Brian.Huffman@thevillages.com

Telephone: 352-483-6709 Project Cost: \$36,000.00

Contract Start and End Dates: Recurring

SCOPE of Project (list tasks, outlines, or descriptions of items): Mowing,

Trimming, Pest Control, and Irrigation Services.

Project Name: On Top of The World Communities

Agency: Parkway Management Address: 10881 SW 94<sup>th</sup> St

City, State, Zip Code: Ocala, Florida 34481

Contact Person: Brandon Sites

Title: Manager of Landscape Operations Email: Brandon Sites@otowfl.com

Telephone: 352-816-1120 Project Cost: \$280,362.00

Contract Start and End Dates: 6/22 - 9/25

SCOPE of Project (list tasks, outlines, or descriptions of items): Mowing,

Pruning, Pest Control, Irrigation Services and Plant Installs.

2.3.2 Earthscapes Unlimited, Inc. has been actively engaged as a sole entity for 22 years.



- 2.3.3 Earthscapes Unlimited, Inc. has satisfactorily provided the type of services sought by this RFP for at least 3 entities for the past 3 years.
- 2.4.1 See Attached Insurance.
- 2.4.2 See Attached Contractors License.
- 2.4.3 See attached W-9 Form.
- 2.4.4 Not Applicable.

#### 2.5 Minimum Insurance Coverage:

- 2.5.1 Earthscapes Unlimited, Inc., if awarded agreement, will maintain in for at all times during the term of the Agreement for Services that are to be performed pursuant to the Agreement, insurance as described in Attachment A.
- 2.5.2 Not Applicable.

#### 3. EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER:

See Attached Organizational Chart.

- David Gruber / President 30 years of Business Operations experience, to include but not limited to Landscape, Irrigation, Grading, Site Services, and Commercial Maintenance
- Sandra Paulikevitch / President of Operations 20 years of experience in Project Management, Operations Management, and Financial Management.
- William "Judd" Westfall / Project Manager- Lawn Maintenance 30 years of Golf and Landscape experience also holding the Certified Pest Control Operator License for Earthscapes Unlimited, Inc.
- Brandon Sassaman / Assistant Manager- Lawn Maintenance 10 years of experience in Golf and Landscape Maintenance and Crews Management.
- Sean Flick / Assistant Manager- Lawn Maintenance 8 years of Commercial Landscape Maintenance experience and Crew Leadership Management.

#### 4. REFERENCES:

4.1 Three References as follows:



- 4.1.1 Lake County Office of Parks and Water Resources Minneola Athletic Complex
- 4.1.2 13930 Education Ave., Minneola, Florida 34715
- 4.1.3 Brian Rams
- 4.1.4 352-267-6631 / Brian.Rams@lakcountyfl.gov
- $4.1.5 \quad 3/15/22 3/14/25$
- 4.1.6 Bermuda Mowing-Fertilize-Pest Control, Bahia Mowing, and Clay Maintenance.
- 4.1.7 Current Client
- 4.1.8 Sandra Paulikevitch, William "Judd" Westfall, Brandon Sassaman
- 4.1.1 Commercial Property Management Hwy 44 Lots & Oxford Family & Friends
- 4.1.2 3597 Kiessel Rd, The Villages, Florida 32163
- 4.1.3 Brian Huffman
- 4.1.4 352-483-6709 / Brian.Huffman@thevillages.com
- 4.1.5 Recurring
- 4.1.6 Mowing, Trimming, Pest Control, and Irrigation Services.
- 4.1.7 Current Client
- 4.1.8 Sandra Paulikevitch, William "Judd" Westfall, Brandon Sassaman
- 4.1.1 Parkway Management On Top of The World Communities
- 4.1.2 10881 SW 94th St, Ocala, Florida 34481
- 4.1.3 Brandon Sites
- 4.1.4 352-816-1120 / Brandon Sites@otowfl.com
- $4.1.5 \quad 6/22 9/25$
- 4.1.6 Mowing, Pruning, Pest Control, and Irrigation Services and Plant Installs.
- 4.1.7 Current Client
- 4.1.8 Sandra Paulikevitch, William "Judd" Westfall, Sean Flick
- 4.2 List of Clients for whom the Proposer has provided services similar to the Services sough in this RFP in the last five (5) years.
  - Lake County
  - On Top of The World Communities
  - Commercial Property Management
  - Lakeside Landing
  - SECO
  - Elite Construction of Ocala, LLC.



#### 5. METHODOLOGY AND APPROACH:

Earthscapes Unlimited Inc. Action Plan

#### Vegetation Mowing

- 1.) Acquire a location list from SECO.
- 2.) Identify services needed.
- 3.) Structure a route list in order of logistical location and services needed.
- 4.) Perform duties needed for each location.
- 5.) Report back to SECO with a list of completed areas for their inspection.

#### Spraying

- 1.) Receive location list and organize in an approved logistical route to best save time on transport.
- 2.) Follow list and complete in a timely manner.
- 3.) Using an RTV 4x4 with a 100 gallon tank, evenly apply chemical around various utilities.
- 4.) Making sure to apply evenly for complete control.
- 5.) Report list of completed areas to SECO for completion.

# 6. PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS, LICENSURE ACTIONS, AND CONFLICTS OF INTEREST:

Earthscapes Unlimited, Inc. hereby affirms that there are no pending convictions, indictments, investigations, regulatory investigations, and actions against any license held by Earthscapes Unlimited, Inc. within the last ten (10) years.

#### 7. <u>CLAIMS AND LITIGATION HISTORY:</u>

- 7.1 There are no Liens or Judgements against Earthscapes Unlimited, Inc. at this time.
- 7.2 There are no Bankruptcies filed by Earthscapes Unlimited, Inc. during the past ten (10) years.
- 7.3 Not Applicable.



#### 7.4 Not Applicable.

#### 8. <u>CURRENT AND NEAR FUTURE WORKLOAD, PROJECT BUDGET,</u> AND SCHEDULE:

Current and projected workloads for Earthscapes Unlimited, Inc. are as follows:

- Parkway Management Indigo East CDD, Indigo East HOA, Indigo East Fitness Center, and SW 92<sup>nd</sup> Court Road.
- Lake County Pear Park, North Lake, East Lake, and Minneola Athletic Complex.
- SheltAir Airport Hangar Maintenance.
- Nash Plumbing
- Densan Park
- Commercial Property Management

#### 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.

EARTUNL-01

**GDURHAM** 

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure Southeast Partners Insurance Services, LLC	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):	
1317 Citizens Blvd Leesburg, FL 34748	E-MAIL ADDRESS:	
Agreement Agreem	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: United States Fire Insurance Company	21113
INSURED	INSURER B : Clear Blue Insurance Company, Inc.	28860
EarthScapes Unlimited, Inc.	INSURER C: North River Insurance Company	21105
P O Box 819 Coleman, FL 33521-0819	INSURER D : Bridgefield Casualty Insurance Company	10335
	INSURER E :	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY	INSD WVD		(INTINOS) I I I I I	Julius Con T T T T	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR		543-233861-1	5/16/2024	5/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
				17.2 Labour Control of			MED EXP (Any one person)	\$	15,000
							PERSONAL & ADV INJURY	s	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000
	OLI	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						\$	
В	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO		AQ1YFL004088-00	5/16/2024	5/16/2025	BODILY INJURY (Per person)	\$	
		OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s	
		AUTOS ONET					PIP	s	10,000
С		UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	s	5,000,000
	Х	EXCESS LIAB CLAIMS-MADE		5821234281	5/16/2024	5/16/2025	AGGREGATE	s	5,000,000
		DED X RETENTION\$	)					s	
D	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH-		
	01000000	PROPRIETOR/PARTHER/EVECUTIVE		196-56255-0100	10/23/2024	10/23/2025	E.L. EACH ACCIDENT	S	1,000,000
	OFFI (Man	CER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For informational purposes only  XXXX  XXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
***	AUTHORIZED REPRESENTATIVE
i i	( Carrier of the Carr

ACORD

#### CITY OF DELTONA BIDDER INFORMATION FORM

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

Company Name: Earth	scapes Unlimited Inc		
Address: 1010 N War	nell Road / PO Box 819	)	<del> </del>
City: Coleman			
State: FL	[		
Zip Code: 33521			
Phone Number: 352-7	48-0351		
Fax Number: 352-330-	2457		
Project Contact: Judd	Westfall		
e-mail address: jwestfa	ll@earthscapesunlimited.	com	
Remittance (Payment)	) Mailing Information		
Address: PO Box 819			
City: Coleman	State: FL	Zip Code: 33521	
Phone Number: 352-7	48-0351		
Fax Number: 352-330-	2457		
Project Contact: Sandr	a Paulikevitch		
e-mail address: payab	les@earthscapesunlim	ited.com; sandrap@earthscapes	unlimited.com
Federal Tax ID No.: 02	2-0546095		
Tay ID Tune: V Faders	ıl Tay ID 🗆 Social Securi	tv Number	

#### HOLD HARMLESS AND INDEMNITY AGREEMENT

Earthscapes Unlimited Inc / David Gruber, 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

3/13/25

DATE

### References

CLIENT/CUSTOMER NAME	CONTACT PERS	ON TELEPHONE AND FAX NUMBER
		( 352 ) 630-7946
Lake County Parks & Water Resources	Robin Davis	( )
Lake County Parks & Water Resources	Brian Rams	( <sup>352</sup> )267-6631
		( )
Lake County Parks & Water Resources	Kelly Ellis	(352 ) 267-2226
Does Bidder have any similar work in pro	ogress at time of Bid Openin	g? Yes No
If "Yes", explain:	os HOA common areas and resid	lantial homos. Blvd Pight of Way maintenance

References who are located in foreign countries are not acceptable.

#### DRUG-FREE WORKPLACE FORM

Earthscapes Unlimited Inc (Name of Business)  1. Publish a statement notifying employees that the unlawful manufacture, distribution, or possession, or use of a controlled substance is prohibited in the workplace and specifying 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 maintaining a drug-free workplace, any available drug counseling, rehabilitation, and assistance programs, and the penalties that may be imposed upon employees for diviolations.  3. Give each employee engaged in providing the commodities or contractual services that are 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 we the commodities or contractual services that are under bid, the employee will abide by the	fies that
<ol> <li>Publish a statement notifying employees that the unlawful manufacture, distribution, of possession, or use of a controlled substance is prohibited in the workplace and specifying that will be taken against employees for violations of such prohibition.</li> <li>Inform employees about the dangers of drug abuse in the workplace, the business's maintaining a drug-free workplace, any available drug counseling, rehabilitation, and assistance programs, and the penalties that may be imposed upon employees for diviolations.</li> <li>Give each employee engaged in providing the commodities or contractual services that are a copy of the statement specified in subsection (1).</li> <li>In the statement specified in subsection (1), notify the employees that, as a condition of visiting the commodities or contractual services that are a copy of the statement specified in subsection (1).</li> </ol>	
possession, or use of a controlled substance is prohibited in the workplace and specifying 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 maintaining a drug-free workplace, any available drug counseling, rehabilitation, and assistance programs, and the penalties that may be imposed upon employees for diviolations.  3. Give each employee engaged in providing the commodities or contractual services that are 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 violation of violations.	
maintaining a drug-free workplace, any available drug counseling, rehabilitation, and assistance programs, and the penalties that may be imposed upon employees for diviolations.  3. Give each employee engaged in providing the commodities or contractual services that are 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 vertical services.	ispensing, he actions
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 v	employee
	proposed
the statement and will notify the employer of any conviction of, or plea of guilty or nolo to, any violation of Chapter 893 or of any controlled substance law of the United States of for a violation occurring in the workplace no later than five (5) days after such conviction.	e terms of contendere
5. Impose a sanction on or require the satisfactory participation in a drug abuse ass rehabilitation program if such is available in the employee's community, by any employee convicted.	
6. Make a good faith effort to continue to maintain a drug-free workplace through implementations.	ntation of
As the person authorized to sign the statement, I certify that this firm complies fully with requirements.	the above
X Bidder's Signature	
3 13 2-5 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.

	,	7		
We, the reason	he undersigned, have declined to bid (s):	on the above refe	erenced Invitation to Bid	for the following
	Specifications are too "restrictive."	(pléase explain bel	ow)	
	Unable to meet specifications.	1		
	Specifications were unclear. (please	e explain below)		
	Insufficient time to respond.	·		
	We do not offer this type of product	or equivalent.		
	Our production schedule would not	permit us to perfor	n.	
	Unable to meet bond requirements.	1		
	Other (please explain below)	·		
REMA	ARKS:			
X	Company Name		Telephone	
Λ	Signature	· · · · · · · · · · · · · · · · · · ·	Fax	
	Title	} :	Typed or Printed N	Name
Addres	ss Cit	y	State	Zip
		*		

#### E-VERIFY FORM

Project Name:	Landscape and Irrigation Services
Project No.:	#25006

#### Definitions:

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"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: Earthscapes Unlimited Inc	
Authorized Signature:	<u> </u>
Print Name: David J Gruber	!
Title President	
Date: 3-13-25	i i
Phone: 352-748-0351	
Email: jwestfall@earthscapesunlimited.com; david@earthscapesunlimited.com	
Website: www.earthscapesunlimited.com	!



#### ADDENDA #1 TO BID#25006

# LANDSCAPE AND IRRIGATION SERVICES March 6, 2025

**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

# BID DUE DATE AND TIME IS BEING EXTENDED TO PROVIDE TIME FOR SUBMISSION DUE TO ADDENDUM OF INQUIRIES TO MARCH 13, 2025 AT 2:30PM.

- 1. Please provide a copy of the current contract. None Available.
- 2. Please provide a copy of the previous bid tab. None Available.
- 3. Please share the budget for this contract, if any. Unknown.
- 4. Will pricing be read out at the bid opening, or only the names of submitting companies? Only the names and then a Bid Tab will be posted on DEMANDSTAR.
- 5. Please confirm whether the price redetermination is applicable inside of the base 3-year term, or only on option/renewal years. Price is fixed for the 1<sup>st</sup> term and then during renewal the price redetermination can be submitted and it is left to the department if they accept or not.
- **6.** Is the intent to award the entire bid to one contractor? If not, how is the city planning to award? **Yes One Contractor.**
- 7. How many irrigation controllers and individual zones are there at each location? One Controller 26 zones.
- 8. Can the total yardage amount of mulch that is required be provided per location?
  No.

- **9.** Can a full schedule of required chemical applications to be provided for bed and turf areas be provided? Please include chemical type, number of applications per year, and any applicable rates that may be required. Specifications mentioned certain services but only that is may be required as needed. **Unknown.**
- 10. If a contractor does not choose to make any pricing adjustments for lack of rain/drought, should we list "N/A" in that blank on the BID SUBMITTAL form? Yes.
- 11. For the Lawn Services hourly rate, what all services should be included in this hourly rate? Everything included in the monthly maintenance.
- **12.** For the Fertilization hourly rate, should this be based on fertilizing turf, beds, or both? **Both.** Also, does material cost need to be included in this hourly rate or will materials be billed separately? **Included.**
- **13.** For the Weed Control hourly rate, should this be based on weed control in turf, beds, or both? **Both.** Also, does material cost for any chemicals need to be included in this hourly rate or will materials be billed separately? **Included.**
- 14. Can site maps with boundary lines be provided for each location? Site map attached, Blue lined indicates border of all maintained areas, red line indicates just one pass with the mower on each visit.

Larthscapes Unlimited Inc.

Company Name

(David Gruber)

Representative

| David Gruber | Date | Da