

**LEGISTAR**  
**# 210668\_C**

COVER SHEET:

DATE:11/03/21

BID: GCRA-220017-GD

LANDSCAPE MAINTENANCE OF VARIOUS CITY OWNED  
PROPERTIES

JASPER D SHERMAN

BIG SHERM LAWN SERVICE

BID COVER

City of Gainesville

Procurement Division (352) 334-5021(main)

Issue Date: October 1, 2021

INVITATION TO BID: #GCRA-220017-GD Landscape Maintenance of Various City Owned Properties

PRE-BID MEETING: [X] Non-Mandatory [ ] Mandatory [ ] N/A [ ] Includes Site Visit
DATE: October 12, 2021 TIME: 11:00am EDT
LOCATION: Zoom - Zoom access information included in Exhibit D

QUESTION SUBMITTAL DUE DATE: October 20, 2021-3:00pm EDT

DUE DATE FOR UPLOADING BID RESPONSE: November 3, 2021- 3:00pm EDT

SUMMARY OF SCOPE OF WORK: Some CITY projects located within the Gainesville Community Reinvestment Area (GCRA) have enhanced landscaping and therefore require special attention. Proper maintenance of these sites requires a higher level of knowledge, professional management, and quality services. The results of these maintenance activities will be highly visible to the community and are essential to the appearance and vitality of the Reinvestment Area.

For questions relating to this bid, contact: Gayle Dykeman, dykemangb@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: [X] Bidder is NOT in arrears [ ] Bidder IS in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: [X] Bidder is NOT in default [ ] Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # Addendum #1 REP#: GCRA-220017-GD

Legal Name of Bidder: Jasper D Sherman

DBA: BIG SHERM LAWN SERVICE

Authorized Representative Name/Title: Jasper D Sherman OWNER

E-mail Address: shermannedra@yahoo.com FEIN: 26-2221749

Street Address: 2702 NE 10th Terrace Gainesville FL 32609

Mailing Address (if different):

Telephone: (352) 359-2689 Fax: ( )

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- [ ] Bid is in full compliance with the Specifications.
[ ] Bid is in full compliance with specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [Signature]

SIGNER'S PRINTED NAME: Jasper Sherman DATE: 11/01/21



# City of Gainesville

Budget and Finance Department  
Purchasing Division

Addendum Publish Date: October 28, 2021

Landscape Maintenance of Various City Owned Properties  
RFP #: GCRA-220017-GD  
ADDENDUM NO. 1

Bid Due Date: November 3, 2021; 3:00pm (Local Time)

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

1. Please find attached:
  - a. A copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.
2. Following are questions and answers that were received by the deadline:

a. Question:

Page 5 section 7 c.: Are the 52 inspections just a general overview upon arrival to the property looking for any OBVIOUS issues. Or physically turning the system on and looking for issues. Generally when we do maintenance we just look for obvious excessive wet areas, erosion from a broken line/head, or dry spots then report or run through system. Can you please specify what your exact expectations are the for the 52 inspections.

Answer:

The inspection is to verify that the work has been completed per the scope of work for each site. We typically ask the vendor to take a photo of the site and send it to us via text.

b. Question:

Page 6 section 9. Mulching: It is specified that pine straw is to be used unless directed otherwise. But on attachment A property 8, 9, and 10 have specific "yards". Is this yards of mulch or pine straw? Can you specify the type of mulch (cypress, colored cypress, pine bark etc.) you would like as well if pine straw is not used. (We do plan on visiting all of the properties next week and this may answer some of the questions on this topic but I do want to make sure its specified.

Answer:

Property 8: South Main – Pine Bark throughout  
Property 9: Cornerstone – Pine Straw  
Property 10: Heartwood – Pine Straw



# City of Gainesville

Budget and Finance Department  
Purchasing Division

c. Question:

Page 6 section 10. Annuals and Perennials: Does the city provide and plant the annuals and perennials or does the contractor? If the contractor is responsible for providing and planting can you provide a square footage or do we assume to plant the areas that are currently planted with annuals? It does ask for a price in Attachment A but does not give a square footage.

Answer:

Annuals and perennials are provided, planted, and maintained by the vendor. This is mostly the case for the Eastside Gateway (Property No. 4). On this property, these plants are located throughout, but mostly on the eastern side of the property. The square footage of the relevant area is unknown.

d. Question:

Page 6 section 12. Shrub Pruning: It says that shrubs will be pruned as needed but Attachment A only asks for a price on 1x. Do we price it to be pruned only once or as needed?

Answer:

Base the quote on the frequency prescribed in Exhibit B.

e. Question:

Page 6 section 13. Fertilization: It says "Fertilize plants three (2) times per year in March and July. Just want to clarify that is supposed to be 2 times per year and not 3.

Answer:

Yes 2 times per year is correct.

f. Question:

Page 6 section 13. Fertilization: There are not any requests for fertilization of the turf. Is that to be expected?

Answer:

Fertilization of turf is not a requirement of this solicitation.

g. Question:

Page 7 section 14. Lighting: this lighting low voltage or line voltage?

Answer:

Low voltage. They are spot lights to accent trees and plants.

h. Question:

What is the projected start date upon awarding.

Answer:

The start date of the contract is subject to the award and approval by the City Commission, if necessary. In addition, work cannot commence until the contract is fully executed and the City has issued a purchase order.

i. Question:

Will the payments be broken up into 12 monthly installments based on the annual contract?

Answer:

Vendor will invoice the GCRA each month for work performed.



# City of Gainesville

Budget and Finance Department  
Purchasing Division

j. Question:

Is there currently a contractor performing this contract?

Answer:

No. The contract terminated on 09/30/21.

k. Question:

What is the current contract value if so?

Answer:

No current contract in place.

l. Question:

If this is the first time for this contract what is the expected budget for this project?

Answer:

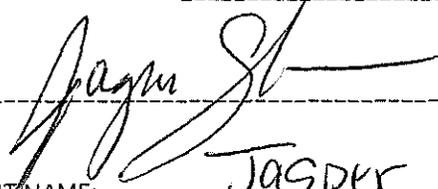
This is the first time a solicitation has issued for these services for all of the properties listed in the solicitation. The budget will be determined by the responses the City receives from the solicitation.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, and a copy of this Addendum to be returned with proposal.

## CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: BIG SHERM LAWN SERVICE

SIGNATURE: 

LEGIBLY PRINT NAME: Jasper D. Sherman

DATE: 11/11/21



# City of Gainesville

Budget and Finance Department  
Purchasing Division

CITY OF GAINESVILLE  
FINANCIAL SERVICES  
PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

# PART 1 – INVITATION TO BID INFORMATION

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Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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## 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. When registering, be sure to select “City of Gainesville – Procurement Division” as the agency of choice to assure that there is no cost to your company to submit a bid. If you require assistance in registering, contact DemandStar directly.

It is the responsibility of the bidder to monitor DemandStar. Properly registered bidders can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

## 1.2 PRE-BID MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-bid meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

## 1.3 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made. Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.

#### 1.4 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.3) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITB, which allows for immediate submittals to the City of Gainesville Procurement Division for an Invitation for Bid and the time the City Officials and Employee awards the contract.

#### 1.5 MINIMUM QUALIFICATIONS

##### a) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

1. Must possess no less than three (3) years of experience operating a similar scope landscaping business

#### 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Invitation to Bid are included above. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's Financial Services Procedures Manual, Section 41-522, as may be amended.

As a part of the bid evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a response constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, Financial Services Procedures Manual, following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

#### 1.7 RESPONSIVENESS OF BID

Each bid response will be reviewed to determine if the bid response is responsive to the submission requirements outlined in the ITB. A responsive bid is one which follows the requirements of the ITB, includes all required documentation, is submitted in the format outlined in the ITB, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the Financial Services Procedures Manual).

## PART 2 – SCOPE OF WORK/SPECIFICATIONS

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### 2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain bid responses for landscape maintenance for several City properties located within the GCRA service area.

### 2.2 SCOPE OF WORK/SPECIFICATIONS

Some CITY projects located within the GCRA have enhanced landscaping and therefore require special attention. Proper maintenance of these sites requires a higher level of knowledge, professional management, and quality services. The results of these maintenance activities will be highly visible to the community and are essential to the appearance and vitality of the Reinvestment Area.

#### A. General Requirements

The successful bidder will:

1. Ensure that personnel performing these services will wear neat, proper clothing at all times and will be trained to interact with the public in a friendly and informative manner. Personnel should also be competent and trained to carry-out their job responsibilities.
2. Illustrate the ability to hire and manage staff
3. Assure quality control standards of this Invitation to Bid (ITB) are met.
4. Supply an active email address from which to receive correspondence from the CITY.
5. Have thorough knowledge of plant requirements specific to the vegetation existing on each project site.
6. Demonstrate the expertise and staffing level to successfully undertake and complete the scope work
7. Be able to provide required insurance

#### B. Maintenance Specifications

1. **Weed Removal:** The preferred method for weed removal is by hand. The CITY will need to approve herbicides - including pre-emergent treatments and the sites proposed for application for heavy weed infestations. All herbicides shall be fast-dissipating and applied only per manufacturer's label. Dead weeds shall be removed from the site within seven (7) days.

The following areas shall be maintained as weed-free:

- a. Planting beds
  - b. Sidewalks
  - c. Masonry structures, walls adjacent to sidewalks
  - d. Parking Lots
2. **Pest Control:** Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, and trees. This approach will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils, and biological controls such as *Bacillus thuringiensis* (Bt) formulations.
  3. **Litter Removal:** Contractor shall pick-up the trash and other debris in the service area, including all paved surfaces, in planters, in landscaped beds, in tree wells with and without grates, and on benches during each weekly service visit. The Contractor shall dispose of all trash and debris off-site.

Examples of litter and debris to be removed from the service area include but are not limited to the following:

- a. Leaves (dead or living) & sticks
- b. Paper & plastic
- c. Old newspapers
- d. Cigarette butts
- e. Fruit or berries
- f. Traffic debris
- g. Rocks, stones, gravel, and sand
- h. Maintenance-generated debris (grass clippings, woody materials, and mulch)

4. Sweeping: Sweep paved surfaces, planter walls, and benches and dispose of collected sweepings off-site. Keep a clean, defined edge between mulched planting beds and paved surfaces. If motorized leaf blowers are used, the Contractor shall not begin prior to 8:00 am -NO EXCEPTIONS.
5. Blowing: Blow paved surfaces and adjacent streets. Dispose of collected debris off-site. Keep a clean, defined edge between mulched planting beds and paved surfaces. If motorized leaf blowers are used, Contractor shall not begin prior to 8:00 am – NO EXCEPTIONS.
6. Pond & Wetland Maintenance: All Planting Beds to the edge of the pond and wetland are to be kept weed and debris-free. The preferred method for weed removal is by hand. The CITY will need to approve all herbicides, including pre-emergent treatments and the sites proposed for application for heavy weed infestations. All herbicides shall be fast-dissipating and applied only per manufacturer's label. Dead weeds shall be removed from the site within seven (7) days. Contractor shall provide to the CITY documentation upon completing this task whenever non-mechanical, i.e. chemical means, are used.
7. Irrigation Systems:
  - a. Upon contract award, the CITY shall provide the Contractor with keys to the irrigation controls. At contract termination, the Contractor shall return all keys to the CITY.
  - b. The Contractor shall be responsible for the operation and maintenance of the irrigation systems where they exist in the service area. The delivery of irrigation water shall include but not be limited to the operation of manual valves, automatic controllers, and bleeding valves.
  - c. The Contractor shall inspect the systems fifty-two (52) times per year and test six (6) times per year. Contractor shall perform a daily visual check for major irrigation system failures as evidenced by flooding or excessive saturation.
  - d. Inspections shall consist of checking for leaks, adjusting heads for proper direction, and unclogging plugged heads.
  - e. Irrigation testing shall consist of checking controller operation, checking for major leaks, testing rain shut-off devices, and ensuring adequate flowrates.
  - f. The Contractor shall reset zone times twice per year according to seasonal weather changes. From June 1st through September 30th, Contractor will shut off timers and turn them on manually as needed to maintain plant health. From October 1st to May 30th Contractor shall adjust the system to apply 1/2 inch- 3/4 inch of water per irrigation twice per week for 20 minutes.
  - g. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor, with the CITY paying for parts. (Contractor is to receive prior approval from the Project Manager before purchasing parts.)
  - h. Contractor shall turn off all controllers and bleed backflow preventers 12 hours before a hard freeze is forecast. Hard freeze is defined by the National Weather Service as less than 27 degrees for at least 2 hours. Contractor shall turn controller back on after the threat of freeze subsides.
  - i. If an irrigation system is unable to perform for any reason, then the Contractor shall use other irrigation methods when necessary until the system becomes operational. If hand-watering is required, then Contractor shall provide hoses and nozzles for this purpose.
  - j. **Unscheduled Repairs:** Repairs or system service beyond the above scope will be addressed on a case by case basis and charged to the CITY at the hourly irrigation rate provided on the Cost Proposal, #7 per worker plus parts. The Contractor will notify the Project Manager of the nature of the problem, and the Project Manager must agree to the costs for repair before repairs are made. All repairs shall utilize replacement parts equal to that original to the system. The Contractor will note and report to the CITY any symptoms of inadequate or excessive irrigation, drainage problems, or system leaks on the same working day the problem is observed.
8. Winter Procedures for Irrigation Systems: When temperatures are predicted to reach freezing, irrigation systems must be completely drained and shut down to prevent damage due to freezing water in the system components.

9. Mulching: All mulched areas will be replenished once a year in May, and generally, the Contractor shall provide material to eliminate bare spots as needed. Contractor shall use pine straw mulch unless directed otherwise by the Project Manager. Mulch should be maintained at a depth of 3 inches. All bed edges will be trenched to help contain the applied mulch. Mulch will not be placed against the trunks of plants. Additional mulch will be billed on a per sq. ft. basis inclusive of materials and labor.

10. Annual and Perennial Flowers Care: Certain landscapes contain annual and perennial plant materials that require care above and beyond what is needed for basic shrubbery.

Contractor shall provide these services at least twice per month:

- a. Deadhead (spent blossoms & dead foliage) in season to ensure flowering vigor and dispose of material off-site.
- b. Replace damaged plants (ex: freeze damage) when necessary.
  1. NOTE: The CITY is not responsible for damage due to neglect and/or non-adherence to the agreed-upon scope of work.
- c. Provide for establishment irrigation for newly planted materials for a period of thirty (30) days.
- d. Provide fertilization services as described in Fertilization section.

The CITY reserves the right to change planting materials requirements at any time during the term of the contract.

11. Tree Trimming: Trees shall be pruned back only for safety or structural clearance. Pruning shall be performed for thinning or opening to promote tree spread and shading potential. No more than one-fourth of the leaf area shall be removed at any pruning. All trimmings are to be removed and disposed of off-site.

12. Shrub Trimming:

- a. Shrubs will be pruned with sharp hand shears as needed to provide a manicured, formal shape, fullness, and blooms. Project Manager will provide specific direction regarding the maintenance of desired forms.
- b. Trim all shrubbery using proper horticultural techniques so that shrubbery is healthy and well-maintained. Remove all dead, diseased, or unsightly branches from shrubs. Remove all runners and vines that start to climb buildings, masonry walls, shrubs, and trees.
- c. No pruning will be done during or immediately following growth flushes.
- d. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- e. It is recommended that an ISA Certified Arborist be consulted and/or utilized for tree work needed for limbs that exceed two (2) inches in diameter.
- f. The Contractor will remove all trimmings and dispose of them off-site. Composting of this material is desirable.
- g. The Contractor will remove all dead shrubs and notify the Project Manager.

The CITY reserves the right to change plants and/or pruning requirements at any time during the term of the contract.

13. Fertilization: Fertilizer shall be slow release. Fertilize plants three (2) times per year in March & July with the following materials:

- a. Contractor shall follow Alachua County mandated fertilizer guidelines and restrictions. For example, as of August 13, 2021, the following guidelines are in place: *Alachua County's landscape fertilizer regulations prohibit the use of landscape fertilizers with nitrogen from July through February and require that fertilizers containing nitrogen contain no less than 50 percent slow-release nitrogen. New regulations also prohibit phosphorus unless a deficiency is verified.* Full details on this example can be found at <https://alachuacounty.us/news/Article/Pages/Landscape-Fertilizer-Ban-in-Effect-through-February-within-Alachua-County.aspx>
- b. Azaleas and camellias: special azalea and camellia fertilizers.

- c. Ornamental shrubs, trees, and ground covers: 6-6-6-, 50% organic. Rate is to be 1 pound of nitrogen per 1,000 square feet of application.
- d. Annuals: Slow release fertilizer such as Osmocote or Nutricote incorporated into the bed at planting and applied thereafter according to label instructions.
- e. Fertilizer should also contain magnesium and micronutrient amendment. Contractor shall punch fertilizer shallowly into the soil where slopes may encourage runoff.
- f. Nutrient deficiencies shall be treated with supplemental applications of the deficient nutrient.
- g. Contractor shall provide documentation of fertilizer application upon completion.

14. Lighting: Contractor shall inspect the landscape accent lighting system located in the planting areas of certain projects on a weekly basis for operability. This task does not include roadway or pedestrian lighting. Contractor shall report any malfunctioning equipment to the CITY. Contractor may be responsible for changing malfunctioning light elements with the CITY paying for parts.

15. Mowing: All grass areas shall be mowed to maintain a neat and clean appearance. Grass shall be cut with sharp blades to a height of no less than 4". All mowing equipment shall be equipped with mulching decks and plugs. Contractor shall not leave cut grass in piles or rows. Litter, rocks, and debris must be removed from grass areas so mower decks will not cut this material. No clippings shall be left on paved surfaces including sidewalks, street gutters and travel lanes. If motorized leaf blowers are used, Contractor shall not begin prior to 8:00 am .-NOEXCEPTIONS.

Mowing shall occur on the following schedule:

October through December:	Mow six (6) times (twice per month)
January through April:	Mow one (1) time per month
May – September:	Mow (13) times (no less than 2x per month)

16. Edging: Grass areas shall be edged to establish a clean line between curbs, gutter, signs, parking lots, roads, planting beds, buildings, or other structures located within grass areas. The edging shall be done with each mowing visit. Contractor shall remove all clippings from paved surfaces, including sidewalks, street gutters, and travel lanes. All edging shall be done with mechanical means.

17. Winter Plant Protection: Plants and shrubs that are not cold hardy should be covered when temperatures are predicted to reach below 35 degrees. Approved covering materials include cloth, sheets, quilts, burlap, or any covering purchased from a local nursery. Plastic should not be used for winter plant protection. Covering should extend to the ground to lessen cold damage by reducing heat loss. When the freeze has ended and temperatures return to normal, covers should be removed, and plants should be checked for watering needs. Water as soon as possible.

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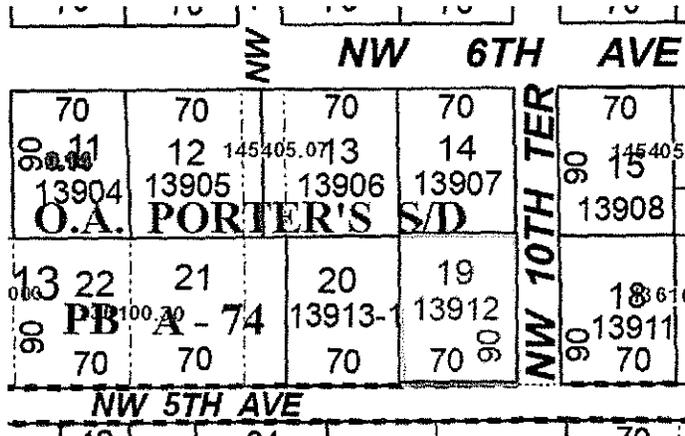
C. Location Specifications

1. Parcel # 13912-000-000: 1018 NW 5th Avenue, Gainesville, FL (Vacant Lot)

This site requires basic services where the lot is maintained and kept clear of debris for the purposes of future project construction.

Maintenance Services detailed for CITY Lot in Section B – Maintenance Specifications

- a. Litter Removal
- b. Mowing

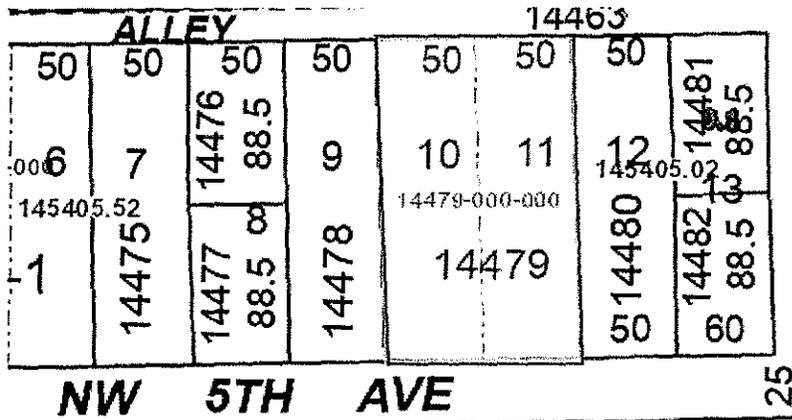


2. Parcel # 14479-000-000: 414 NW 5th Avenue, Gainesville, FL (Vacant Lot)

This site requires basic services where the lot is maintained and kept clear of debris for the purposes of future project construction.

Maintenance Services detailed for CITY Lot in Section B – Maintenance Specifications

- a. Litter Removal
- b. Mowing

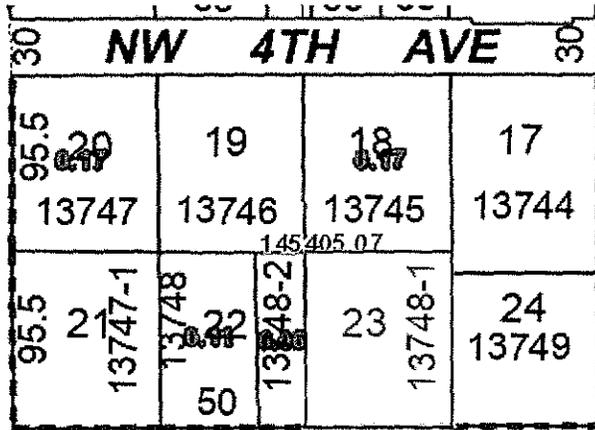


3. Parcel # 13748-001-000: 810 NW 3<sup>RD</sup> Avenue, Gainesville, FL (Vacant Lot)

This site requires basic services where the lot is maintained and kept clear of debris for the purposes of future project construction.

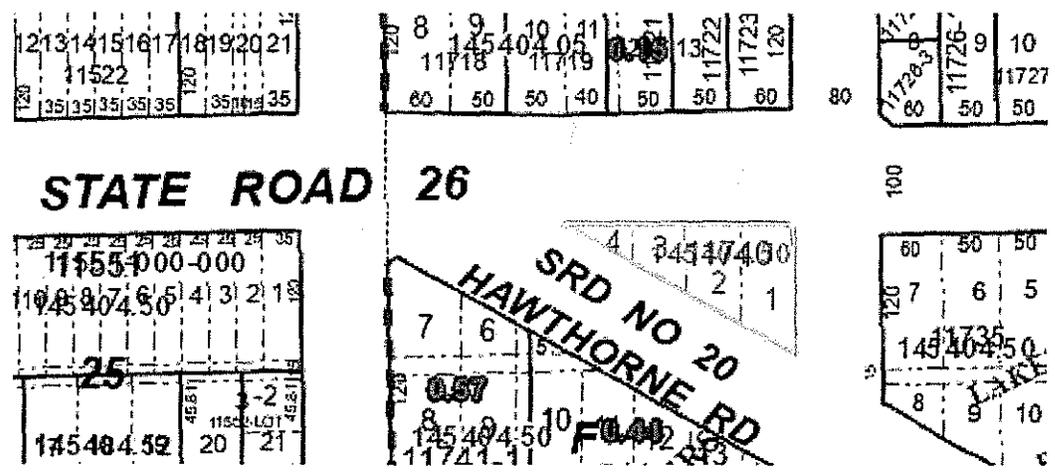
Maintenance Services detailed for CITY Lot in Section B – Maintenance Specifications

- a. Litter Removal
- b. Mowing



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4. Parcel # 11740-000-000: 1490 SE Hawthorne Road Gainesville, FL - Eastside Gateway (Triangle lot)  
 The Eastside Gateway is Gainesville's eastern entrance and is visually dominated by a sliver of land prominently situated at the intersection of University Avenue and Hawthorne Road. The CITY overhauled the highly visible site creating a landmark that serves as a gateway to eastern Gainesville. This site includes plantings, lighting, irrigation, and topographic elements making it both iconic and eye-catching: Reference Section B – Maintenance Specifications for additional information.



Maintenance Services detailed for Eastside Gateway:

- a. Weed & Pest Control
- b. Litter Removal
- c. Sweeping
- d. Mulching
- e. Irrigation System Inspection
- f. Irrigation System Test
- g. Annual & Perennial Flowers Care
- h. Annual Planting
- i. Fertilization
- j. Tree Trimming
- k. Shrub Trimming
- l. Edging
- m. Lighting Inspection
- n. Winter Plant Protection
- o. Winter Procedure

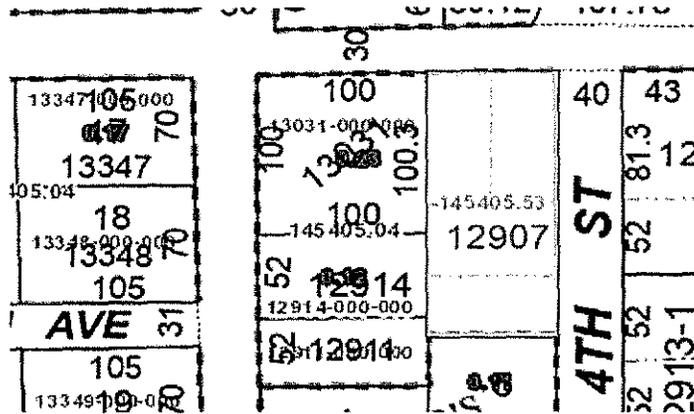
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5. Parcel #12907-000-000: Southwest Corner of SW 5th Avenue & SW 4th Street

This site requires basic services where the lot is maintained and kept clear of debris for the purposes of future project construction.

Maintenance Services detailed for Parcel #12907-000-000 in Section B – Maintenance Specifications

- a. Litter Removal
- b. Mowing

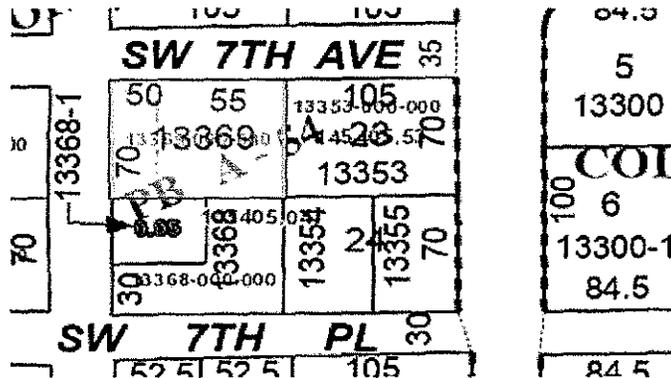


6. Parcel #13369-000-000 – Southeast Corner of SW 7th Avenue & SW 5th Terrace

This site requires basic services where the lot is maintained and kept clear of debris for the purposes of future project construction.

Maintenance Services detailed for Parcel #13369-000-000 in Exhibit B for Maintenance Specifications

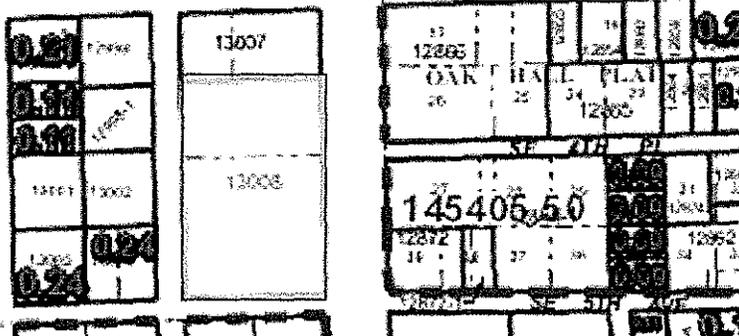
- a. Litter Removal
- b. Mowing



7. Parcel N#13008-000-000: Porters Gateway: Northwest Corner of SW 5<sup>th</sup> Avenue & Main Street

Maintenance Services detailed for Porters Gateway (see Exhibit B for Maintenance Specifications): The scope of these services is focused on the corner landscaped area immediately surrounding the large monument sign that states "Porters Neighborhood"

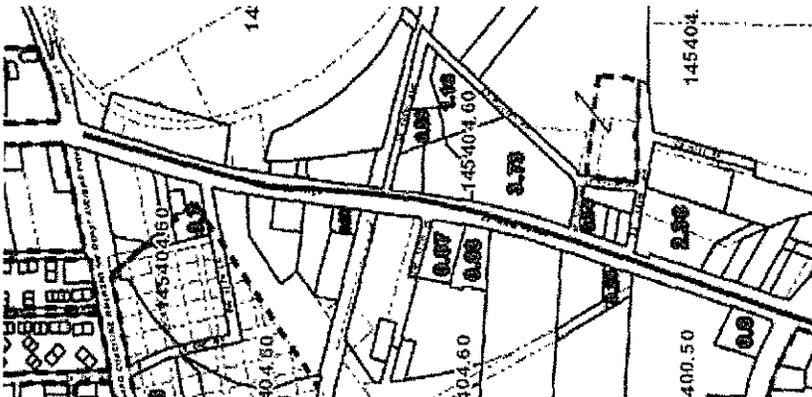
- a. Litter Removal
- b. Weed Control
- c. Mulching



8. South Main Street: Between Depot Avenue and South 16<sup>th</sup> Avenue (.75miles)

Maintenance Services detailed for South Main Street (see Section B for Maintenance Specifications):

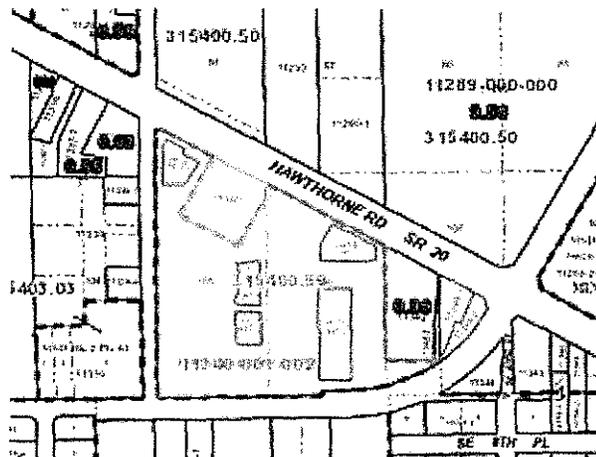
- a. Litter Removal
- b. Sidewalk Blowing
- c. Vegetation Clearing-off Sidewalk (Some private properties have vegetation that encroaches into the sidewalk. Contractor will cut back vegetation from the sidewalk.)
- d. Mowing
- e. Edging
- f. Mulching (400 yards)
- g. Fertilization
- h. Weed Control
- i. Annual Replanting
- j. Shrub Trimming
- k. Ornamental Grass Trimming
- l. Irrigation System Inspection
- m. Irrigation System Test



9. Cornerstone – 2153 SE Hawthorne Road. (Parcel #s 11340, 11340-1, 11340-1-2, 11340-1-3, 11340-1-4)

Maintenance Service Details – Section B

- a. Litter Removal
- b. Weed & Pest Control
- c. Sweeping
- d. Mulching
- e. Irrigation System Inspection
- f. Irrigation System Test
- g. Fertilization
- h. Mowing
- i. Annual Replanting
- j. Edging
- k. Tree Trimming
- l. Shrub Trimming
- m. Hedge Trimming
- n. Winter Procedure
- o. Ornamental Grass Trimming

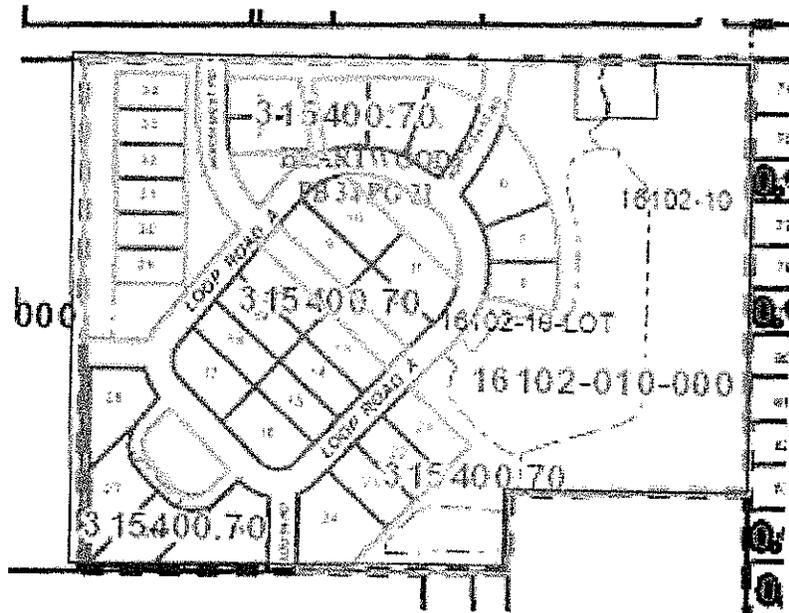


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10. Parcel #s 16102-10 (Common Open Space & Conservation Easement) and 16102-10-LOT (Common Open Space and Drainage Easement); Heartwood Community; 1717 SE 8<sup>th</sup> Ave.

Maintenance Service Details - Section B

- a. Litter Removal
- b. Weed & Pest Control
- c. Sweeping
- d. Mulching
- e. Irrigation System Inspection
- f. Irrigation System Test
- g. Cat Tail Mitigation (Pond & Wetland)
- h. Trash Removal (Wetland)
- i. Fertilization (Trees only)
- j. Mowing (Lots and Common Areas)
- k. Annual Replanting
- l. Edging
- m. Tree Trimming
- n. Overflow Weir (Pond & Wetland)
- o. Winter Procedure



### 2.3 ELIGIBILITY OF EQUIPMENT OR MATERIALS

When a particular manufacturer's name and catalog number "or equivalent" is specified, consideration will be given to other manufacturers. The term "or equivalent" shall be defined to mean of similar design and performance characteristics. If a product is being bid as an equivalent, complete technical data necessary to properly evaluate such product shall be submitted with the bid.

The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection of the bid.

All information specifically requested by this Solicitation shall be furnished attached to the bid. Failure to do so may invalidate the bid.

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## PART 3 – HOW TO SUBMIT A BID

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### 3.1 HOW TO SUBMIT A BID

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals. Required signatures for bid forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.).

Upload the bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

### 3.2 HOW TO ASSEMBLE YOUR BID

The following documents and forms must accompany any offer submitted, and will be the basis for review and award. A submittal without these documents may be deemed non-responsive. The City reserves the right to request all other missing forms and additional information from any bidder prior to award. *Please do not include items that are not specifically requested.*

- a. Completed Bid Cover Page
- b. Bid Form - (Leave no blanks; indicate N/A or No Bid where applicable)
- c. Drug-Free Workplace Form
- d. Bidder Verification Form
- e. Customer History Form
- f. Bidder's W-9
- g. Proof of Bidder's Insurability (refer to Part 7, 7. Insurance)
- h. Copy of any applicable, current licenses and/or certification required by City/County/State
- i. Documentation of Compliance with Minimum Qualifications
- j. Exceptions to the ITB (refer to Part 6, 6.2 Deviations)

The bid response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the response, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

### 3.3 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
- a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
- a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

#### How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the unredacted document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

#### How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

#### 3.4 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

#### 3.5 FULLY INFORMED BIDDER

A Bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A Bidder shall not expect to secure relief on the plea of error.

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## PART 4 – BID PRICES

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### 4.1 BID PRICES

Use pricing sheet provided in Attachment A – Added as a separate, editable Excel Worksheet.

When submitting your bid, submit one Worksheet that is protected, and a second worksheet that is editable for Staff to analyze your bid. The protected worksheet will assure that your original bid has not been altered by City Staff as they analyze your bid.

NOTE: If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID. (Any price escalation must be based upon a numerical or established index and must identify the terms in which the escalation will operate.)

Note: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, OR MATERIALS FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE MAY BE ADJUSTED UPON AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE AND BASED UPON BID PRICES.

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## PART 5 – AWARD

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### 5.1 AWARD OF CONTRACT

The awards of a contract and/or purchase shall be to the lowest responsive, responsible bidder.

A responsive bidder is one that provides all requested information, certifications, product information and pricing. A responsible bidder is one that has demonstrated through the past performance and the requested documentation that they have the resources and financial capability to provide the products/services identified by the City via this Invitation to Bid.

The City may reject a bid based upon past performance of a bidder. In determining the lowest responsive, responsible bidder the City will consider, but not be limited to, the items listed below:

- Price,
- The ability of the bidder to successfully carry out a proposed contract,
- Past performance (including reference checks), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability,
- Current litigation pending between bidder and City,
- All debts owed to City have been paid,
- Bidder has all required licenses,
- Bidder is authorized to do business in Florida, if required by law (registered in SunBiz),
- The number and scope of conditions and/or exceptions attached to the bid,

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

In the event the successful Bidder fails to execute the Contract, the City may then accept the bid of the next lowest responsive, responsible bidder or re-advertise the bid. If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. City reserves the right to pursue such remedies as provided by law for Bidder's failure to execute the Contract.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the lowest, responsive and responsible Bidder whose bid is determined by the City to be in its best interest.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

### 5.2 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

### 5.3 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

#### 5.4 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Sample Contract, Part 7, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 7.

#### 5.5 BID PROTEST

Participants in this solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the Financial Services Procedures Manual.

#### 5.6 ITB POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the bid responses received as a result of this ITB. See Section 41-444 Financial Services Procedures Manual.

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## PART 6 – GENERAL INFORMATION

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### 6.1 REIMBURSABLES

If applicable, when cost estimating travel, the City's travel policy allows for Coach air travel only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up). Evidence of these expenditures will be submitted when invoicing the City.

### 6.2 PURCHASES BY OTHER AGENCIES ("PIGGYBACKING")

All bidders submitting a response to this solicitation agree that such response also constitutes a bid to all state agencies, municipalities and political subdivisions of the state of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This provision in no way restricts or interferes with any state agency, municipality or political subdivision to rebid any or all items.

### 6.3 DEVIATIONS

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions", and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful bidder will be held responsible for meeting the Specifications. If bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions". The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsive responsible bidder whose bid is determined by the City to be in its best interest.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

### 6.4 ACCEPTANCE OF TERMS

Acceptance of the Contract, Specifications, terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Contract, Specifications, terms and conditions or question alternatives to any Specifications listed herein must do so in writing prior to the deadline for submitting questions. If the City does not authorize a change prior to bid closing via addendum, the Contract, Specifications and terms and conditions stand; any counter-proposal on Contract, Specifications, or terms and conditions, will be rejected, as will the bid.

### 6.5 BIDDER'S DECLARATION AND UNDERSTANDING

The bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid. Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### 6.6 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that

base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. The business tax receipt must be issued at least six months prior to bid or proposal opening date. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

#### 6.7 SMALL AND SERVICE-DISABLED VETERAN BUSINESS CERTIFIED BY THE CITY OF GAINESVILLE

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equity and Inclusion](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equity and Inclusion](#) website.

#### 6.8 LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

#### Section 2-619. – Living Wage Requirements.

(a) The following are requirements of each service contractor/subcontractor:

- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
- (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
- (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the Sample Contract under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
- (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.

- (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$13.75 per hour (Living Wage with Health Benefits) or \$15.8125 per hour if Health Benefits are not offered.

#### 6.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this bid response, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### 6.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

#### 6.11 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

#### 6.12 TAXES, CHARGES AND FEES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

#### 6.13 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bid responses to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

#### 6.14 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### 6.15 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

#### 6.16 E-VERIFY REQUIREMENT

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

#### 6.17 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

#### 6.18 INTENTIONALLY LEFT BLANK

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## PART 7 – SAMPLE CONTRACT

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THIS CONTRACT ("Contract"), entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the CITY OF GAINESVILLE, a Florida municipal corporation, ("City"), and \_\_\_\_\_, ("Contractor"), , taken together, shall be known as "Parties".

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be three (3) year(s), commencing on date of fully executed contract. The Contract may be extended for two (2) on-year periods, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of three months prior to the contract extension

2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor's response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

4. PARAGRAPH INTENTIONALLY OMITTED.

*[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]*

5. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement*).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

6. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

7. ANTI-DISCRIMINATION.

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8. INSURANCE. (Check with risk for required coverage and amounts)

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$2,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. LIVING WAGE.

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

11. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

12. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

13. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

14. INTELLECTUAL PROPERTY AND WORK PRODUCT.

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

15. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

16. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

18. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor

transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingaPublicRecord.aspx>

19. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

20. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

21. FORCE MAJEURE (not needed if paragraph 4 is blank)

21. PARAGRAPH INTENTIONALLY OMITTED

22. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

23. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

24. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:

City of Gainesville

Insert Department Name

Attn:

Insert Address

CONTRACTOR:

Insert Contractor's Information

25. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

26. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

27. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

28. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

29. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

30. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

31. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

32. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

33. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

34. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

## PART 8 – EXHIBITS

---

The following documents/forms are included in this section:

- Exhibit A - Drug-Free Workplace Form
- Exhibit B - Bidder Verification Form
- Exhibit C - Customer History Form
- Exhibit D – Zoom Meeting Access Information

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Exhibit A - DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

Jasper Sherman AKA BIG-SHERM LAWN SERVICE does:  
(Name of Bidder)

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 the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Jasper Sherman  
Bidder's Signature  
11/01/21  
Date

Exhibit B- BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested:  YES  NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business?  YES  NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business?  YES  NO

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES  NO (refer to Part 1, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# G18000120878  
EIN# 20-2221749)  
If the answer is "NO", please state reason why: \_\_\_\_\_

DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion?  YES  NO

If yes, please attach a copy of the policy to your submittal.

*Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.*

Jasper Sherman / BIG-TERM LAWN SERVICE  
-----  
Bidder's Name

Jasper Sherman OWNER  
-----  
Printed Name/Title of Authorized Representative

[Signature] 11/01/21  
-----  
Signature of Authorized Representative Date

Exhibit C - CUSTOMER HISTORY FORM

Name of Bidder: Jasper Sherman / BIG-SHERM LAWN SERVICE

Provide a list of prior customers for similar services that your bidder has provided within the last 5 years. Copy form as necessary.

Customer Name: <u>City of Gainesville Public Works / Grace Market Place</u>	
Address: <u>3055 NE 28<sup>th</sup> Ave</u>	
City, State, Zip: <u>Gainesville FL 32609</u>	
Point of Contact: <u>Rochelle Ford</u>	Phone Number: <u>(352) 393-8262</u>
E-mail: <u>fdrdrm@cityofgainesville.org</u>	

Customer Name: <u>Fleet Management - Centralized Garage Fleet Facility</u>	
Address: <u>6317 NW 16<sup>th</sup> Street</u>	
City, State, Zip: <u>Gainesville FL 32653</u>	
Point of Contact: <u>Chandra Morris</u>	Phone Number: <u>(352) 393-8263</u>
E-mail: <u>morriscl@cityofgainesville.org</u>	

Customer Name: <u>City of Gainesville Public Works</u>	
Address:	
City, State, Zip: <u>Gainesville FL</u>	
Point of Contact: <u>Rochelle Ford</u>	Phone Number: <u>(352) 393-8262</u>
E-mail: <u>fdrdrm@cityofgainesville.org</u>	

Customer Name: <u>Motel 6</u>	
Address: <u>7413 W Newberry Road</u>	
City, State, Zip: <u>Gainesville FL 32605</u>	
Point of Contact: <u>Neil Patel</u>	Phone Number: <u>(352) 335-8314</u>
E-mail: <u>m68724bo@franchise.com</u>	

Customer Name: <u>City of Gainesville CRA / Various Lawn Sites Cornerstone &amp; Heartwood</u>	
Address: <u>2153 SE Hawthorne Road Suite 223</u>	
City, State, Zip: <u>Gainesville FL 32641</u>	
Point of Contact: <u>David Roque</u>	Phone Number: <u>(352) 393-8200</u>
E-mail: <u>roquedr@cityofgainesville.org</u>	

Exhibit C - CUSTOMER HISTORY FORM

Name of Bidder: Jasper Sherman / BIG SHERMAN LAWN SERVICE

Provide a list of prior customers for similar services that your bidder has provided within the last 5 years. Copy form as necessary.

Customer Name: <u>City of Gainesville Public Works / Cone Park</u>	
Address: <u>2841 E Univ. Ave.</u>	
City, State, Zip: <u>Gainesville FL 32641</u>	
Point of Contact: <u>Mr. John Weber</u>	Phone Number: <u>(352) 393-8186</u>
E-mail: <u>wweberjf@cityofgainesville.org</u>	

Customer Name: <u>Parks, Recreation and Cultural Affairs / Sweetwater-Wellborn Park</u>	
Address: <u>P.O. Box 490</u>	
City, State, Zip: <u>Gainesville FL 32627</u>	
Point of Contact: <u>Linda Demetropoulos</u>	Phone Number: <u>(352) 393-8445</u>
E-mail: <u>demetrop13@cityofgainesville.org</u>	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

## Exhibit D – Zoom Meeting Access Information

### Pre-bid Meeting Access Information, October 12, 11:00am EDT

Join Zoom Meeting

<https://us06web.zoom.us/j/87688520883?pwd=eWl4cVBlcmtpbzVucFBVMjFUUmRhZzo9>

Meeting ID: 876 8852 0883

Passcode: zTrjn4

One tap mobile

+13017158592,,87688520883#,,,,\*461532# US (Washington DC)

+13126266799,,87688520883#,,,,\*461532# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

Meeting ID: 876 8852 0883

Passcode: 461532

Find your local number: <https://us06web.zoom.us/j/kVleTCwj4>

PART 9 – NO BID SURVEY

GENERAL GOVERNMENT  
PROCUREMENT DIVISION SURVEY  
BID INFORMATION

INVITATION TO BID #: GCRA-220017-GD

DUE DATE: November 3, 2021  
@ 3:00 p.m., local time

BID TITLE: Landscape Maintenance of Various City Owned Properties

IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your responses will assist the City in developing future solicitations, your responses will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate responses and provide additional information that may help the City develop future solicitations.

1. N/A The solicitation time-frame was too short
2. N/A My company did not learn of this solicitation until it was too late to develop a response
3. N/A My company's work load did not allow time to develop a submittal
4. N/A If awarded, my company's work load could not support this project
5. N/A Specifications were not clear
6. N/A My company does not handle this type of work
7. N/A My company does not submit responses to Municipalities
8. N/A Have experienced delays in payments from Government agencies in the past
9. N/A Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?  
Explain: \_\_\_\_\_
10. N/A If the City were to rebid this solicitation, would your company be interested in responding?
11. N/A Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project.  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Name: BIR-SHERMAN LAWN SERVICE / JASPER SHERMAN

Address: 2702 NE 10th Terrace  
Gainesville FL 32609

Is your company a certified City of Gainesville small business?

YES  NO

Is your company a certified City of Gainesville service-disabled veteran business?

YES  NO

PART 10 – ATTACHMENT A  
BID PRICING SHEET

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In a second file in DemandStar, associated with this Bid, is an Excel Spreadsheet that should be used to calculate your bid prices.

IF YOU HAVE ANY QUESTIONS ABOUT HOW TO COMPLETE THIS FILE, CONTACT PROCUREMENT FOR CLARIFICATION AND ASSISTANCE. BIDS THAT ARE NOT COMPLETED ACCORDING TO THE REQUIREMENTS OF THE SPREADSHEET MAY NOT BE CONSIDERED.

When submitting your bid, submit one Worksheet that is protected, and a second worksheet that is editable for Staff to analyze your bid. The protected worksheet will assure that your original bid has not been altered by City Staff as they analyze your bid.

**ATTACHMENT - A  
PRICING FORM**

For each line, enter the cost per task in the blue highlighted section. The annual cost will be auto calculated for you. Check the auto calculation to make sure it is the amount you intended for the annual cost.

**INSTRUCTIONS:**

"Task Cost per Service Unit" is the dollar amount your company requires in order to complete the task one time.

1. 1018 NW 5th Ave. (Parcel No. 13912-000-000)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 7.50	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 150.00
Mowing	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00
<b>1. Total: 1018 NW 5th Ave.</b>				<b>\$ 450.00</b>

2. 414 NW 5th Ave. (Parcel No. 14479-000-000)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 7.50	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 150.00
Mowing	\$ 30.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 600.00
<b>2. Total: 414 NW 5th Ave.</b>				<b>\$ 750.00</b>

3. 810 NW 3rd Ave. (Parcel No. 13748-001-000)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 7.50	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 150.00
Mowing	\$ 17.50	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 350.00
<b>3. Total: 810 NW 3rd Ave.</b>				<b>\$ 500.00</b>

4. Intersection of E. University Ave and SE Hawthorne Rd. (Parcel No. 11740-000-000) Eastside Gateway				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022

Litter Removal	\$ 25.00	Weekly	52	\$ 1,300 -
Weed & Pest Control	\$ 80.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 1,600 -
Sweeping	\$ 25.00	Weekly	52	\$ 1,300 -
Mulching	\$ 2,750	1x/year	1	\$ 2,750 -
Irrigation System Inspection	\$ 40.00	Monthly	12	\$ 480.00 -
Irrigation System Test	\$ 20.00	Oct/Jan/Apr/Jul	4	\$ 80.00 -
Annual & Perennial Flowers Care	\$ 150.00	Jan/April/Aug	3	\$ 450.00 -
Annual Replanting	\$ 2,000	Sept/May	2	\$ 4,000 -
Fertilization	\$ 200.00	1x/year	1	\$ 200.00 -
Tree Trimming	\$ 100.00	1x/year	1	\$ 100.00 -
Shrub Trimming	\$ 100.00	1x/year	1	\$ 100.00 -
Edging	\$ 15.00	As needed	12	\$ 180.00 -
Lighting Inspection	\$ 10.00	Weekly	52	\$ 520.00 -
Winter Plant Protection	\$ 10.00	As needed	3	\$ 30.00 -
Winter Procedure	\$ 10.00	As needed	3	\$ 30.00 -
<b>4. Total: Intersection of E University Ave and SE Hawthorne Rd.</b>				<b>\$ 13,120 -</b>

5. Corner of SW 5th Ave & SW 4th St. (Parcel No. 12907-000-000) - INFILL HOUSING				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00 -
Mowing	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00 -
<b>5. Total: Corner of SW 5th Ave &amp; SW 4th St.</b>				<b>\$ 600.00</b>

6. Corner of SW 7th Ave & SW 5th Terrace (Parcel No. 13369-000-000)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00 -
Mowing	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00 -
<b>6. Corner of SW 7th Ave &amp; SW 5th Terrace</b>				<b>\$ 600.00 -</b>

7. Porters Gateway - Corner of SW 5th Ave. & Main St. (Parcel No. 13008)-000-000)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022

Litter Removal	\$ 15.00	Weekly	52	\$ 780.00
Weed Control	\$ 30.00	Monthly	12	\$ 360.00
Mulching	\$ 270.00	Every six-months 12yrd 6yrd plants Year	2	\$ 540.00
7. Total: Porters Gateway - Corner of SW 5th Ave. & Main St.				\$ 1,680.00

8. S. Main St. between Depot Ave. and S. 16th Ave.				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Litter Removal	\$ 100.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 2,000.00
Mowing	\$ 100.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 2,000.00
Mulching	\$ 12,000.00	1 x per year (based on 400 yards)	1	\$ 12,000.00
Vegetation Clearing-off Sidewalk (Some private properties have vegetation that encroaches into the sidewalk. Contractor will cut back vegetation from sidewalk.)	\$ - 115.00	Oct/Jan/Apr/Jul	4	\$ - 460.00
Edging	\$ 50.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 1,000.00
Fertilization	\$ 1,500.00	1 x per year	1	\$ 1,500.00
Weed Control	\$ 300.00	Monthly	12	\$ 3,600.00
Annual Replanting	\$ 1,000.00	1 x per year	1	\$ 1,000.00
Shrub Trimming	\$ 100.00	1 x per year	1	\$ 100.00
Ornamental Grass Trimming	\$ 50.00	1 x per year	1	\$ 50.00
Irrigation System Inspection	\$ 30.00	Monthly	12	\$ 360.00
Irrigation System Test	\$ 25.00	Oct/Jan/Apr/Jul	4	\$ 100.00
Winter Plant Protection	\$ 25.00	As needed	3	\$ 75.00
Winter Procedure	\$ 25.00	As needed	3	\$ 75.00
8. Total: South Main St. between Depot Ave. and South 16th Ave.				\$ 24,320.00

9. Cornerstone - 2153 SE Hawthorne Rd. (Parcel Nos. 11340, 11340-1-1, 11340-1-2, 11340-1-3, 11340-1-4)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022

Litter Removal	\$ 25.00	Weekly	52	\$ 1,300 -
Weed & Pest Control	\$ 300.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 6,000 -
Sweeping	\$ 25.00	Weekly	52	\$ 1,300 -
Mulching	<del>2,500.00</del>	1x/ year (40 yards)	1	\$ 2,000 -
Irrigation System Inspection	\$ 100.00	Monthly	12	\$ 1,200 -
Irrigation System Test	\$ 100.00	Jan/May/Sept	3	\$ 300.00
Fertilization	\$ 300.00	1x/ year	1	\$ 300.00
Mowing	\$ 300.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 6,000 -
Annual Replanting	\$ 2,000	Sep/May	2	\$ 4,000 -
Edging	\$ 15.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 300.00
Tree Trimming	\$ 1,500	1x/ year	20	\$ 1,500 -
Shrub Trimming	\$ 1,000	1x/ year	1	\$ 1,000 -
Hedge Trimming	\$ 1,000	1x/ year	1	\$ 1,000 -
Winter Procedure	\$ 50.00	As needed	3	\$ 150.00
Ornamental Grass Trimming	\$ 100.00	1x/year	1	\$ 100.00
9. Total: Cornerstone - 2153 SE Hawthorne Rd.				\$ 26,450

10. Heartwood Community - 1717 SE 8th Ave. (Parcel Nos. 16102-10, 16102-10-LOT)				
Task	Task Cost per Service Unit	Frequency	Number of Events 10/1/2021 through 09/30/2022	Total Cost 10/01/2021 through 9/30/2022
Weed & Pest Control	\$ 218.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 4,360 -
Litter Removal	\$ 50.00	Weekly	52	\$ 2,600 -
Sweeping	\$ 25.00	Weekly	52	\$ 1,300 -
Mulching	\$ 1,000	2x/year (40 yards)	2	\$ 2,000 -
Irrigation System Inspection	\$ 100.00	Monthly	12	\$ 1,200 -
Irrigation System Tests	\$ 100.00	Jan/May/Sept	3	\$ 300.00
Cat Tail Mitigation (Pond & Wetland)	\$ 1,500	Jan/May/Sept	3	\$ 4,500 -
Trash Removal from Wetland	\$ 50.00	Weekly	52	\$ 2,600 -
Fertilization (Trees only)	\$ 800.00	1 x per year	1	\$ 800.00
Mowing (Lots & Common Areas)	\$ 425.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 8,500 -
Edging	\$ 125.00	Oct/Nov/Dec (2x/month) Jan/Feb/Mar/Apr (1x/month) May/June/July/Aug/Sept (2x/month)	20	\$ 2,500 -

Tree Trimming	\$ 1,000	1x/year	1	\$ 1,000 -
Overflow Weir (Pond & Wetland)	\$ 100.00	Every 2 months	6	\$ 600.00
10. Total: Heartwood Community - 1717 SE 8th Ave.				\$ 32,260-

			Grand Total	\$ 100,730-
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ITEMS NOT INCLUDED ABOVE				
Irrigation repair work	Hourly Rate		Estimated # of Hours	
	\$ 50.00		6	\$ 300.00-

## CLARIFICATIONS AND EXCEPTIONS:

1) PORTERS GATEWAY- THE PRICE OF THIS IS \$45.00 PER YARD FOR THE MULCH, IN WHICH YOU WILL NEED 12YARDS FOR THE YEAR IN WHICH THE PRICE WILL BE \$540.00.

THE COST PER 6 MONTHS WILL BE \$270.00.

2) Page 5 of 5 price sheet

Total Price is \$101,030 with the Irrigation repair added  
Without the Irrigation repair added the price is \$100,730,  
there wasn't no place on the spread sheet to add this to  
the total price.

## Diversity and Inclusion Statement

Big Sherm Lawn Service is committed to creating a diverse equal opportunity environment for all employees. All qualified internal/external applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. Big Sherm Lawn Service is also committed to compliance with all fair employment practices regarding citizenship and immigration status. We are committed to growing and learning together by cultivating a diverse team of employees.

## BIG SHERM LAWN SERVICE

BIG SHERM LAWN SERVICE, Jasper D. Sherman (JD), owner and principal groundskeeper has been in business for 14 years. We are fully licensed and insured. We're able to identify when grass has a fungus, chic bugs and identify the correct depth to cut grass based on the different types. We have experience performing tree trimming, mowing, pruning, edging, weeding, mowing retention ponds as well as cleaning them from debris, mulch application and selecting the correct flowers to spruce flower beds based on the season.

I supervise all work sites as well as performs the work needed. There are 4 crew members that work along with me on each site. Each crew member that works for BIG SHERM LAWN SERVICE, has been doing lawn maintenance for 5-11 years. BIG SHERM LAWN SERVICE takes pride in our company's work and makes sure each job we perform is excellent and our customers is satisfied.

# Fictitious Name Detail

## Fictitious Name

BIG SHERM LAWN SERVICE

## Filing Information

Registration Number G08086900242  
Status ACTIVE  
Filed Date 03/26/2008  
Expiration Date 12/31/2023  
Current Owners 1  
County ALACHUA  
Total Pages 3  
Events Filed 2  
FE/EIN Number 26-2221749

## Mailing Address

2702 NE 10TH TERRACE  
GAINESVILLE, FL 32609

## Owner Information

SHERMAN, JASPER DAVIS  
2702 NE 10TH TERRACE  
GAINESVILLE, FL 32609  
FE/EIN Number: NONE  
Document Number: NONE

# *State of Florida*

## *Department of State*

I certify that the attached is a true and correct copy of the Renewal of Fictitious Name Registration for BIG SHERM LAWN SERVICE, which was filed on November 9, 2018, as shown by the records of this office.

The document number assigned to this renewal is G18000120878.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Tenth  
day of November, 2018*

*Ken DeFries*

*Secretary of State*



12/22/2020

Business Tax Receipt

Your payment was processed. Print this tax receipt for your records. It was also sent to shermannedra@yahoo.com



### Online Business Tax Receipt<sup>(1)</sup>

Business Name **SHERMAN, JASPER D.  
BIG SHERM LAWN SERVICE**

Business Tax ID **35386**

This constitutes your business tax receipt for 10/1/2020 - 9/30/2021.

Your business tax(es) for the fiscal year 10/1/2020 - 9/30/2021 are as follows:

#### Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
6240	LAWN/YARD MAINTENANCE w/o LANDSCAPING	\$52.50	Fee schedule range from 1 to 6. Amount is \$52.50. Value submitted for taxation is 5.
6800	HOME OCCUPATION PERMIT FEE(S) (VARIABLE)	\$14.00	
****	Payment	(\$66.50)	Posted on 9/21/2020
<b>TOTAL DUE:</b>		<b>\$0.00</b>	

Please note that the maximum charge for any single service is \$525

Amount Due on **Tuesday, December 22, 2020** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2020 - 9/30/2021.

Payments must be time-stamped by 11:59 pm on Thursday, October 01, 2020 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

**Gainesville.**  
Citizen centered  
People empowered

**Office of Equity & Inclusion**

P O Box 490, Station 52  
Gainesville, FL 32627-0490  
(352) 334-5051  
[www.cityofgainesville.org](http://www.cityofgainesville.org)

Jasper Shermn  
BIG SHERM LAWN DBA Jasper Sherman  
2702 NE 10th Terrace  
Gainesville, FL 32609

Dear Jasper Shermn,

We are pleased to inform you that the Office of Equity & Inclusion has certified your business as a Minority Business Enterprise (MBE).

Your certification will remain in effect until 7/9/2023, provided your business continues to meet the eligibility criteria according to City of Gainesville Policy-42-200 (Local Small Business Procurement Program) and Administrative Guidelines: It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business. Your business identification number is 37.

The following National Institute of Governmental Purchasing (NIGP) code(s) and description(s) have been assigned to your business in accordance with the service(s) it render(s).

NIGP: Specialty Description

We have also added your firm to the [City of Gainesville's Certified Small Business Directory](#).

If you have any questions regarding your certification, you contact the Office of Equal Opportunity by email at [warrensd@cityofgainesville.org](mailto:warrensd@cityofgainesville.org) or by phone at 352-334-5051.

Regards,



Sylvia Warren  
[warrensd@cityofgainesville.org](mailto:warrensd@cityofgainesville.org)  
Small, Minority, & Service-Disabled Veteran Business Program Coordinator

**Gainesville.**  
Citizen centered  
People empowered

**Office of Equity & Inclusion**

P O Box 490, Station 5,  
Gainesville, FL 32627-0490  
(352) 334-5051  
[www.cityofgainesville.org](http://www.cityofgainesville.org)

Jasper Shermn  
BIG SHERM LAWN DBA Jasper Sherman  
2702 NE 10th Terrace  
Gainesville, FL 32609

Dear Jasper Shermn,

We are pleased to inform you that the Office of Equity & Inclusion has certified your business as a Small Business Enterprise (SBE).

Your certification will remain in effect until 7/892023, provided your business continues to meet the eligibility criteria according to City of Gainesville Policy-42-200 (Local Small Business Procurement Program) and Administrative Guidelines: It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business. Your business identification number is 38.

The following National Institute of Governmental Purchasing (NIGP) code(s) and description(s) have been assigned to your business in accordance with the service(s) it render(s).

NIGP: Specialty Description

We have also added your firm to the [City of Gainesville's Certified Small Business Directory](#).

If you have any questions regarding your certification, you contact the Office of Equal Opportunity by email at [warrensd@cityofgainesville.org](mailto:warrensd@cityofgainesville.org) or by phone at 352-334-5051.

Regards,



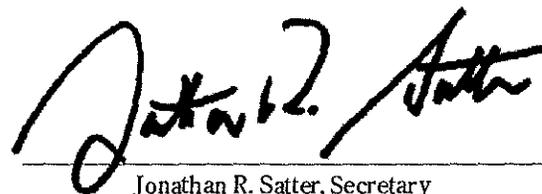
Sylvia Warren  
[warrensd@cityofgainesville.org](mailto:warrensd@cityofgainesville.org)  
Small, Minority, & Service-Disabled Veteran Business Program Coordinator

# State of Florida

## Minority Business Certification

### BIG SHERM LAWN SERVICE

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
04/26/2021 to 04/26/2023



Jonathan R. Satter, Secretary  
Florida Department of Management Services





Progressive  
PO Box 94903  
Cleveland, OH 44101

1-800-444-4487

**PROGRESSIVE**  
COMMERCIAL

**Policy number: 04156610-0**

Underwritten by:  
Progressive Express Ins Company  
November 2, 2021  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

CITY OF GAINSVILLE  
PO BOX 490  
GAINSVILLE, FL 32627

### Insured

JASPER SHERMAN  
ANEDRA SHERMAN  
BIG SHERM LAWN SERVICE  
2702 NE 10TH TER  
GAINESVILLE, FL 32609

### Agent/Surplus Lines Broker

NORTHEAST AGENCIES  
8209 IBM DR BLDG 102  
CHARLOTTE, NC 28262

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 29, 2021

Policy Expiration Date: Oct 29, 2022

### Insurance coverage(s)

### Limits

Bodily Injury/Property Damage

\$500,000 Combined Single Limit

Uninsured Motorist

\$500,000 CSL Non-Stacked

Personal Injury Protection

\$10,000 w/\$0 Ded - Named Insured Only

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2016 RAM RAM 2500 3C6UR5CJ9GG281916

Comprehensive

\$500 Ded

Collision

\$1,000 Ded

2006 GMC SIERRA C2500/K2 1GTHK23D96F148841

Comprehensive

\$500 Ded

Collision

\$1,000 Ded

2016 UTILITY TRAILER TRAILER 4FPUB1623AG141366

Comprehensive

\$500 Ded

Collision

\$500 Ded

**Policy number: 04156610-0**

Page 2 of 2

**Certificate number**

30621A13610

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be 'K. P. My'.

Form 5241 (10/02)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Jasper D Sherman</b>	
2 Business name/disregarded entity name, if different from above <b>BIG SHERM LAWN SERVICE</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2702 NE 10TH TERRACE</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>GAINESVILLE</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
2	6	6	-	4	9	-	5	0	9	2
or										
Employer identification number										
2	6	-	2	2	2	1	7	4	9	

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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