

BID COVER

City of
Gainesville

Procurement Division

(352) 334-5021(main)

Issue Date: March 1, 2022

INVITATION TO BID: #RTSX-220045-DS

Grounds Maintenance for Regional Transit System Facilities

PRE-BID MEETING: ☒ Non-Mandatory ☐ Mandatory ☐ N/A ☒ Includes Site Visit

DATE: March 17, 2022 TIME: 8:30 a.m.

LOCATION: Regional Transit System, Admin Building Lobby, 34 SE 13th Road, Gainesville, FL

QUESTION SUBMITTAL DUE DATE: March 23, 2022

All meetings and submittal deadlines are Eastern Time (ET).

DUE DATE FOR UPLOADING BID RESPONSE: April 4, 2022 by 3:00 p.m.

SUMMARY OF SCOPE OF WORK:

Grounds maintenance for Regional Transit System facilities.

For questions relating to this bid, contact: Daphyne Sesco, Procurement Specialist 3, sescoda@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☒ Bidder is NOT in arrears ☐ Bidder IS in arrears

Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☒ 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) # 1-2

Legal Name of Bidder: Oasis Landscape Services, Inc.

DBA: N/A

Authorized Representative Name/Title: Brent Gaffney, President

E-mail Address: brent@oasislandscapeservices.com

FEIN: 59-2195081

Street Address: 6812 NW 18th Drive, Gainesville, FL 32653

Mailing Address (if different): _____

Telephone: (352) 373-9530

Fax: (352) 372-7968

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: 

SIGNER'S PRINTED NAME: Brent Gaffney

DATE: 4/1/2022

PART 1 – INVITATION TO BID INFORMATION

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). **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.

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-bid 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.

*****IMPORTANT NOTICE REGARDING BID OPENING*****

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required. However, to join the bid opening you must register.

When: Apr 4, 2022 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us06web.zoom.us/joining/register/tZIsduiqj4pHNfe9THLUnUGWpfqUQ8R-akd>

After registering, you will receive a confirmation email containing information about joining the meeting.

All meetings and submittal deadlines are Eastern Time (ET).

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.

- Minimum of five (5) years' experience in commercial landscape maintenance for personnel in a supervisory role. This includes field supervisory staff. Field and labor force must have 1-year minimum experience in commercial landscape maintenance.
- All equipment to be used on this contract must be commercial grade and less than 10 years old. All hand-held equipment, such as string trimmers, blowers, edgers and other machines, must be less than five (5) years old. The transportation vehicles and the trailering equipment must each be less than 15 years old.

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](#)).

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PART 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain bid responses for grounds maintenance for Regional Transit System (RTS) facilities. Contract term will be from contract execution through September 30, 2023.

2.2 SCOPE OF WORK/SPECIFICATIONS

Furnish all supervision, labor, equipment and materials for grounds maintenance at the following locations:

Description	Location
Main RTS Maintenance Facility	34 SE 13 th Rd, Gainesville, FL
Rosa Parks Transfer Station	700 SE 3 rd Ave, Gainesville, FL
Butler Plaza	4231 SW 30 th Ave, Gainesville, FL
RTS Park and Ride Station	5700 NW 23 rd St, Gainesville, FL
Old RTS Maintenance Facility	100 SE 10 th Ave, Gainesville, FL
Old RTS Parking	99 SE 10 th Ave, Gainesville, FL

- 2.2.1 Mowing. Mow grass (approximately 25 acres) every seven days **April through October**, maintaining a height of approximately 2-1/2 inches. During the months of **November through March** the mowing cycle should be bi-weekly. All grass areas shall be neatly “trim mowed” around, along, and under all obstructions including fences, shrubbery, hedges, flower beds, posts, poles, signage, curbing and other objects. Trimmed grass shall be no taller than surrounding mowed turf. Care should also be taken to trim around flat markers so that grass does not encroach and eventually cover the markers. Clippings shall be removed from landscaping, irrigation equipment, and from the mowed turf in unsightly or damaging to grass areas.
- 2.2.2 Equipment. The Contractor shall maintain and own appropriate equipment. Equipment used shall have the capacity required to manage RTS’s grounds to the highest quality. Examples of the equipment, at a minimum, are ZTR (Zero Turn Radius) type mowers, string trimmers, hedge trimmers, blowers, herbicide sprayers. All equipment shall have turf tires. The operation and use of this type equipment shall be skilled workmen who are thoroughly trained and experienced and who are completely familiar with the specification requirements and methods needed for proper performance of the work of high quality landscape management. All equipment to be used on this project must be commercial grade and less than 10 years old. All hand-held equipment, such as string trimmers, blowers, edgers, and other machines, must be less than five years old. Transportation vehicles and trailering equipment must be less than 15 years old. The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean sharp cut and uniform distribution of the cuttings at all times.
- 2.2.3 Edging. Mechanically edge grassed area along sidewalks and curbing every two weeks to maintain a neat, trimmed appearance with no vegetation growing over the walkways.
- 2.2.4 Trimming. All “trim mowing” shall be accomplished by string trimmers. Caution shall be taken to not damage trees, shrubbery or hedges.
- 2.2.5 Trees and Ornamentals. Trees and ornamentals are to be maintained on as needed basis under the supervision of personnel knowledgeable and experienced in horticultural practices.
- 2.2.6 Shrubs and Hedges. Prune shrubbery and hedges as required per visit. However, flowering shrubbery shall be pruned after flowering. Shrubby and hedge maintenance includes weeding, trimming, thinning and removal of all volunteer growth cut back even with ground level. Volunteer growth must be removed prior to the pruning. Pruning shall be done under the supervision of personnel knowledgeable and experienced in horticultural practices. All pruning and trimming shall be done using appropriate horticultural techniques to maintain shrubbery health and “natural” shape.

- 2.2.7 Debris Removal. Prior to each mowing or fertilizing cycle, remove all debris including, but not limited to, paper, bottles, cans, small branches, twigs, pine cones, pine straw, leaves, and discarded flowers (per Sections 3.2 and 3.10 of these Technical Specifications).
- 2.2.8 Debris Disposal. Leaves and debris shall be picked up by contractor and disposed of off-site during each mowing visit. RTS will not be responsible for providing a site or mechanism for leaves and debris disposal.
- 2.2.9 Fertilizing. Fertilize each RTS site during **April** with an appropriate application of 10-10-10 slow release fertilizer at a rate of 400 pounds per acre. Contractor must be in Compliance with [Alachua County's Code Chapter 78 – Fertilizer Standards and Management Practices](#) (ORD NO 09-06).
- 2.2.10 Weeding. Spray with systemic or contact herbicide as needed for weed control. Hand weed when necessary. **BEDS MUST BE MAINTAINED WEED FREE AFTER EACH VISIT**. There will be a tolerance of 10% weed growth in all landscape beds. Any more than the 10% tolerance will require immediate remediation at the contractor's expense.
- 2.2.11 Fence Line. Remove all vegetation growing on or through the fence lines each month and maintain this fence line free of vegetation at each RTS site.
- 2.2.12 Storm Damage. Any large or heavy debris exceeding 4" in diameter and 8' in length left on RTS locations after a storm will be removed by RTS personnel. The Contractor will be required to remove light debris, i.e., palm fronds, twigs, leaves, small branches and trash from the site within 72 hours after a storm.
- 2.2.13 Irrigation. Inspect all timers and sensors to ensure proper working order monthly. Manually run each zone to check for malfunctioning parts and adjust nozzles, heads, and programming, if needed. Irrigation damaged by the Contractor's operations shall be replaced by the Contractor at the Contractor's expense with same or approved equal as determined by RTS Management prior to the end of the work week.
- 2.2.14 Mulch. Mulch application to take place on a semi-annual basis maintaining a depth of three inches throughout the year. Shredded style mulch preferred.

2.3 OTHER RESPONSIBILITIES OF CONTRACTOR

Preservation of Property. The Contractor shall preserve from damage all property associated with, in the vicinity of, or affected by the Work, and shall exercise due care and caution during all operations to avoid damage to public or private property. In the event damage does occur as a result of the Contractor's operations, such damage shall be reported immediately to RTS Management and repaired or replaced by the Contractor at the Contractor's expense. **The Contractor is responsible for all damages to property affected by the Work under this Contract. Repairs and/or replacements shall be affected in timely fashion pursuant to RTS Management's direction.**

The Contractor shall exercise due care and caution during his/her operations to avoid damage to trees, other growth, and irrigation equipment. In the event damage does occur as a result of the Contractor's operations, repair of and/or liability for such damage shall be the responsibility of the Contractor.

The Contractor shall be aware that a high level of care and sensitivity is required at all times work is being performed; and shall at all times enforce strict discipline and good order among employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. All employees will be required to wear shirts at all times with the company logo clearly marked for identification purposes. All employees shall keep equipment, i.e., gas cans, trimmers, clothing, etc., in a neat and orderly manner. The Contractor shall be responsible to the City of Gainesville for the acts and omissions of all its employees.

Contractor must notify the Facilities Maintenance Supervisor one week prior to performing work detailed in Sections 2.2.3, 2.2.5, and 2.2.9 (edging, trees and ornamentals, and fertilizing). The Contractor shall be responsible for invoicing RTS on completion of services on a monthly basis. The invoice must include breakdown of services performed and the day they were completed. If this service record is not included, payment for services will be delayed until documentation is submitted.

Payment may be withheld by RTS for failure by the Contractor to comply with these specifications or unsatisfactory performance of work as determined by RTS Management's inspection. RTS shall notify the Contractor of any failure to comply or unsatisfactory performance at the time observed so that it can be corrected without delaying payment if possible.

PART 3 – HOW TO SUBMIT A BID

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.*

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

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:
- 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.
 - 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.
- 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.
 - 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.
 - 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.
 - 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.
- 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.
 - 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

4.1 BID PRICES

Pricing to remain firm for entire contract term.

Description - Location	Location	Term: Contract Execution through 9/30/23	Monthly Cost
Main RTS Maintenance Facility	34 SE 13 th Rd, Gainesville, FL		\$ 7,737.50
Rosa Parks Transfer Station	700 SE 3 rd Ave, Gainesville, FL		\$ 1,272.50
Butler Plaza	4231 SW 30 th Ave, Gainesville, FL		\$ 1,730.00
RTS Park and Ride Station	5700 NW 23 rd St, Gainesville, FL		\$ 880.00
Old RTS Maintenance Facility	100 SE 10 th Ave, Gainesville, FL		\$ 1,075.00
Old RTS Parking	99 SE 10 th Ave, Gainesville, FL		\$ 1,145.00

One-Time Grounds Maintenance Catch Up Cost Total

\$ 11,000.00

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This page must be completed and uploaded with your Submittal.

PART 5 – AWARD

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

6.1 REIMBURSABLES

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 current adjusted Living Wage for this contract will be \$14.25 per hour (Living Wage with Health Benefits) or \$16.3875 per hour if Health Benefits are not offered. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

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

THIS CONTRACT (“Contract”), entered into on the _____ day of _____, 2022 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and _____, (“Contractor”), , taken together, shall be known as “Parties”.

WHEREAS, the City desires grounds maintenance for Regional Transit System facilities.

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 commence upon contract execution and terminate September 30, 2023.

2. SCOPE OF SERVICES.

Ground maintenance for Regional Transit System facilities, 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.

5. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$monthly bid amount) for the term of the contract. Payment shall be based upon monthly amount stated for each location in Contractor’s response.

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.

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

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$500,000.00 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$250,000.00 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. INTENTIONALLY LEFT BLANK.

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/RequestingPublicRecord.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. 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:

- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History Form
- Equipment List Form
- Technical Expertise and Experience Form

DRUG-FREE WORKPLACE FORM

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

Oasis Landscape Services, Inc.

(Name of Bidder)

does:

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.


Bidder's Signature

4/1/2022
Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

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 I, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# F81933)

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.

Oasis Landscape Services, Inc.

Bidder's Name

Brent Gaffney, President

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

CUSTOMER HISTORY FORM

Name of Bidder: Oasis Landscape Services, Inc.

Provide a list of prior customers **for similar services** that your bidder has provided within the last 10 years. Copy form as necessary.

Customer Name:	Hospice of North Central Florida		
Address:	4200 NW 90th Blvd.		
City, State, Zip:	Gainesville, FL 32606		
Point of Contact:	Mark Willard	Phone Number:	(352)538-9395
E-mail:	mawillard@havenhospice.org		

Customer Name:	Depot Park (City of Gainesville)		
Address:	200 SE Depot Avenue		
City, State, Zip:	Gainesville, FL 32601		
Point of Contact:	Cindi Harvey	Phone Number:	(352)393-8510
E-mail:	harveyck@cityofgainesville.org		

Customer Name:	Creekwood Apartments		
Address:	2056 NW 55th Blvd		
City, State, Zip:	Gainesville, FL 32653		
Point of Contact:	Helen Sconyers	Phone Number:	(352)378-8379
E-mail:	N/A		

Customer Name:	Gainesville Regional Airport		
Address:	3880 NE 39th Avenue		
City, State, Zip:	Gainesville, FL 32609		
Point of Contact:	Lynn Noffsinger	Phone Number:	(352)373-0249
E-mail:	lynn.noffsinger@flygainesville.com		

Customer Name:	Duval Park (City of Gainesville)		
Address:	520 NE 21st Street		
City, State, Zip:	Gainesville, FL 32641		
Point of Contact:	Geoffry Parks	Phone Number:	(352)316-5362
E-mail:	parksgr@cityofgainesville.org		

This page must be completed and uploaded to DemandStar.com with your Submittal.

EQUIPMENT LIST FORM

Bidder: Oasis Landscape Services, Inc.

Bidder must list all equipment that is to be used in maintaining the grounds of RTS' Facilities. The Contractor shall maintain and own appropriate equipment. Equipment used shall have the capacity required to manage the grounds of RTS' facilities to the highest quality. Examples of the equipment, at a minimum, are Zero Turn Radius (ZTR) type mowers, string trimmers, edgers, blowers, hedge trimmers, and other small equipment used for landscape maintenance work.

All mowing equipment to be used on this project must be commercial grade and less than 10 years old. All hand held equipment such as string trimmers, blowers, edgers and other machines must be less than 5 years old. Transportation vehicles must be less than 15 years old and trailering equipment must be less than 15 years old.

	Make/Model	Year (age)	Use of Equipment
1)	<u>Isuzu NPR</u>	<u>2019</u>	<u>truck used to pull trailer</u>
2)	<u>Ford F250</u>	<u>2019</u>	<u>truck used to pull trailer</u>
3)	<u>16' Trailer</u>	<u>2021</u>	<u>trailer used to haul equipment</u>
4)	<u>16' Trailer</u>	<u>2020</u>	<u>trailer used to haul equipment</u>
5)	<u>Hustler Super Z</u>	<u>2019</u>	<u>mowing</u>
6)	<u>Hustler Super Z</u>	<u>2020</u>	<u>mowing</u>
7)	<u>Stihl FC 90 (3)</u>	<u>2020</u>	<u>edging</u>
8)	<u>Stihl FS 91R (4)</u>	<u>2020</u>	<u>weedeating</u>
9)	<u>Stihl BR600 (4)</u>	<u>2020</u>	<u>blowing off</u>
10)	<u>Stihl HL91K (2)</u>	<u>2020</u>	<u>trimming</u>
11)	<u>Little Wonder</u>	<u>2019</u>	<u>lot blower</u>
12)	<u>Lesco Spreader</u>	<u>2018</u>	<u>turf fertilizing</u>
13)	<u></u>	<u></u>	<u></u>

TECHNICAL EXPERTISE AND EXPERIENCE FORM

Bidder: Oasis Landscape Services, Inc.

Bidder must demonstrate, at a minimum, the following experience levels for staff that will be working on site or supervising the work at RTS' facilities: A minimum of 5 years in commercial landscape maintenance for personnel in a supervisory role, including field supervisory staff. Field and labor force must have at least 1-year experience in commercial landscape maintenance.

Please describe your company's experience in landscape maintenance services.

See attached.

This page must be completed and uploaded to DemandStar.com with your Submittal.



Oasis Landscape Services, Inc.
6812 NW 18th Drive
Gainesville, Florida 32653
www.oasislandscapeservices.com
352.373.9530

Since even before its incorporation of 1982, Oasis Landscape Services, Inc. has been providing a variety of quality landscape maintenance services to our customers in Florida. We provide professional landscape maintenance to a variety of customers including residential, commercial and municipal. One of our most important goals is ensuring that our horticultural methods, workmanship, and materials meet only the highest of standards. Because of this goal, our crews have members that have at least one year of commercial landscape maintenance experience. Our supervisors not only have five years' experience in commercial landscape maintenance, but also have many layers of training and certifications so that they can lead their respective crews in best practices with safety as their #1 goal. The following is a summary of the key personnel that provide commercial landscape maintenance services within our organization and their respective credentials and experience:

- Brent Gaffney, President
 - 40 years' experience of all phases landscape and irrigation, roadway maintenance
 - Certified pest control license holder D.A.C.S. #2601
 - Right-of-way fumigation license holder D.A.C.S #4699
 - Restricted use pesticides license holder D.A.C.S. #011234
 - Certified Florida Landscape Contractor, FNGLA #C3635
- Robert Cheney, General Manager
 - Began work with Oasis Landscape Services, Inc. in 1979
 - Certified Backflow Prevention Tester
 - LTD Commercial Fertilizer Applicator license holder
 - Graduated from the University of Florida
 - Responsible for all landscape maintenance supervision and scheduling
 - 30 years' experience in landscape maintenance
 - Florida Water Star Professional
- Devon Douylliez, Assistant General Manager
 - Began work at Oasis Landscape Services, Inc. in 2021
 - 10 years' experience in all phases of landscape and maintenance projects
 - Advanced MOT certified
 - Responsible for scheduling and managing resources
- Austin Woodington, Project Engineer
 - Began work with Oasis Landscape Services, Inc. in 2018
 - Graduated from the University of Florida with a Bachelor of Science and Master of Science in Civil Engineering
 - Advance MOT certified
 - OSHA certified

- Qualified Stormwater Management Inspector (#28252) with the Florida Department of Environmental Protection
- Gilbert Martin, Landscape Supervisor
 - Began work with Oasis Landscape Services, Inc. in 2001
 - Graduated from the University of Florida with a degree in Landscape Architecture
 - Expertise in landscape project management/budgeting
 - Qualified Stormwater Management Inspector (#28233) with the Florida Department of Environmental Protection
 - OSHA certified
 - LTD commercial Fertilizer Applicator license holder
 - 20 years' experience in all phases of landscape maintenance
- Louis Kortyka, Project Superintendent
 - Began work with Oasis Landscape Services, Inc. in 2000
 - Responsible for various roadway and landscape/maintenance projects
 - LTD Commercial Fertilizer Applicator license holder
 - Certified Backflow Prevention Tester
 - Advance MOT certified
 - Qualified Stormwater Management Inspector (#42220) with the Florida Department of Environmental Protection
- Jose Morales, Maintenance Foreman
 - 10 years experience as a commercial landscape maintenance foreman
- Jeffrey Lane, Maintenance Foreman
 - 12 years' experience as a commercial landscape maintenance foreman

All maintenance field and labor personnel have at least one year experience on commercial landscape maintenance projects/contracts.

PART 9 – NO BID SURVEY

GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

INVITATION TO BID #: RTSX-220045-DS

DUE DATE: April 4, 2022
@ 3:00 p.m., local time

BID TITLE: Grounds Maintenance for Regional Transit System Facilities

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. _____ The solicitation time-frame was too short
2. _____ My company did not learn of this solicitation until it was too late to develop a response
3. _____ My company's work load did not allow time to develop a submittal
4. _____ If awarded, my company's work load could not support this project
5. _____ Specifications were not clear
6. _____ My company does not handle this type of work
7. _____ My company does not submit responses to Municipalities
8. _____ Have experienced delays in payments from Government agencies in the past
9. _____ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?
Explain: _____
10. _____ If the City were to rebid this solicitation, would your company be interested in responding?
11. _____ 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: _____

Address: _____

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



ADDENDUM NO. 1

Date: March 1, 2022
Bid Due Date: April 4, 2022, 3:00 P.M. (Local Time)
Bid Name: Grounds Maintenance for Regional Transit System Facilities
Bid Number: RTSX-220045-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

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. Clarification regarding the pre-bid/site visit on March 17th, 8:30 a.m.:

The pre-bid/site visit is **only** for RTS' main bus fleet facility grounds, located at 34 SE 13th Road, Gainesville, FL at it is fenced in. All other locations are not fenced, so interested bidders may visit those sites at their convenience.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its 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: Oasis Landscape Services, Inc.
BY: Brent Gaffney, President 
DATE: April 1, 2022



ADDENDUM NO. 2

Date: March 21, 2022

Bid Due Date: April 4, 2022, 3:00 P.M. (Local Time)

Bid Name: Grounds Maintenance for Regional Transit System Facilities

Bid Number: RTSX-220045-DS

NOTE: This Addendum has been issued to the holders of record of the specifications and the attendees of the non-mandatory pre-bid meeting/site visit.

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. The following information was shared with attendees at today's pre-bid/site visit meeting:
 - This is a non-mandatory meeting.
 - The cone of silence (blackout period) began once the bid was released and continues until contract award. No lobbying or discussions can occur between bidder and any representative of the City or GRU, except the designated purchasing staff contact; otherwise your bid will be disqualified.
 - Verbal instruction does not change the terms of the solicitation – changes can only be made via written addenda. Questions/Answers and topics of discussion addressed at this pre-bid will be available in an addendum for download through DemandStar.
 - Send questions in writing via email only to me. Any contact with staff other than the Procurement representative may be basis for disqualification of your bid. Final questions must be submitted by March 23rd.
 - Upload your response in pdf format before the due date and time.
 - Responses must be uploaded to DemandStar by April 4th, 3pm (local time). The platform does not accept late submittals.
 - 1.5 Minimum Qualifications, page 3: Failure to meet minimum qualifications will deem bidder as non-responsive and not considered for award.
 - Bid Information Form - If not bidding, please complete the form to let us know why you are not bidding, then upload into DemandStar or email directly to me.
2. Walking tour of main facility grounds by Steve Mayes, Assistant Maintenance Manager, and Ken Kirkpatrick, Transit Facilities Supervisor. These services have always been handled internally, so this is the first bid to outsource the services.

3. Question & Answer:

Question1: A lot of catch-up maintenance is needed, i.e., piles of leaves in the old RTS parking lot, clearing vines on fence, pruning of trees, mulching in parking lot, around pond, area outside fence line, etc. Is the bid to include a one-time catch up price or will this be handled outside of this bid?

Answer1: *The bid must include a one-time cost to bring the RTS grounds locations up to a level where it will be maintained therefrom, i.e, mulch at 3 inches of depth, hedges trimmed, trees pruned, excess weeds and vines removed, and debris removed. Include the total amount for One-Time Grounds Maintenance Catch Up Cost on the Bid Prices page below the matrix box.*

Question2: How far out from fence line would maintenance be required (does the distance differ around fence perimeter)?

Answer2: *Maintenance area from outside fence is up to 10' on [east, south, west] and up to 20' on [north].*

Question3: Are we to maintain area around pond?

Answer3: *Yes, the area around the pond is to be maintained.*

Question4: Are hedges to be maintained at a specific height?

Answer4: *The hedges should be maintained at their current area's established height.*

4. Maintenance of the retention areas (next to old RTS parking lot and outside the east fence of the new parking lot) require mowing, trimming and debris removal.

5. Find attached:


- Prohibition of Lobbying in Procurement Matters
- Pre-Bid/Site Visit Meeting Sign-In Sheets (2 pages)
- Aerial Views of RTS Facilities (handed out to site visit attendees)
- Graphics detailing the grounds maintenance areas, including the parking lot mulch (6 pages)

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and shall attach a copy of this Addendum to its proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Oasis Landscape Services, Inc.

BY: Brent Gaffney, President 

DATE: April 1, 2022

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-524 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.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PROCUREMENT DIVISION
NON-MANDATORY PRE-BID/SITE VISIT MEETING
Grounds Maintenance for Regional Transit System Facilities
DATE: March 17, 2022 at 8:30 am Local Time
ITB #RTSX-220045-DS
DUE DATE: April 4, 2022 at 3:00PM

ENTER BOTH COMPANY AND ATTENDEE INFORMATION:

1) Company Legal Name: Wyatt J Collins
Company DBA Name: Collins Lawn Care
Company Phone Number: 352-665-7754
Attendee Printed Name: Wyatt Collins
Attendee Email: Wyatt.Collins@CollinslawnCare.net
Attendee Signature: Wyatt J Collins

2) Company Legal Name: E-TEC Lawn Care LLC Tillmer Carter
Company DBA Name: E-TEC Lawn Care LLC
Company Phone Number: 352-514-3571
Attendee Printed Name: Tillmer Carter
Attendee Email: Eteclawn@yahoo.com
Attendee Signature: Tillmer Carter

3) Company Legal Name: Smoken Clean LLC
Company DBA Name: _____
Company Phone Number: 904-977-1589
Attendee Printed Name: Keith Garrison
Attendee Email: SmokenClean@gmail.com
Attendee Signature: Keith Garrison

4) Company Legal Name: Oasis Landscape Services
Company DBA Name: _____
Company Phone Number: 352-373-9530
Attendee Printed Name: Devon Douville
Attendee Email: Devon@oasislandscape.com
Attendee Signature: Devon Douville

CITY OF GAINESVILLE
GENERAL GOVERNMENT PROCUREMENT DIVISION
NON-MANDATORY PRE-BID/SITE VISIT MEETING
Grounds Maintenance for Regional Transit System Facilities
DATE: March 17, 2022 at 8:30 am Local Time
ITB #RTSX-220045-DS
DUE DATE: April 4, 2022 at 3:00PM

ENTER BOTH COMPANY AND ATTENDEE INFORMATION:

5) Company Legal Name: AJ Lawn Care Allen Jones
Company DBA Name: AJ Lawn Care
Company Phone Number: 352-281-4743
Attendee Printed Name: Allen Jones
Attendee Email: ajlawn care 17@gmail.com
Attendee Signature: Allen Jones

6) Company Legal Name: JACKREL ENTERPRISES, LLC
Company DBA Name: GAINESVILLE LANDSCAPING
Company Phone Number: 352 519 9193
Attendee Printed Name: BUCK ORGIAN
Attendee Email: BUCK@GAINESVILLELANDSCAPING.COM
Attendee Signature: [Signature]

7) Company Legal Name: Kelly Klean
Company DBA Name: Kelly Klean
Company Phone Number: 904-347-0760
Attendee Printed Name: Sharon Dolby
Attendee Email: KellyKutKlean1@gmail.com
Attendee Signature: [Signature]

8) Company Legal Name: Green Maintenance & Cleaning
Company DBA Name:
Company Phone Number: 386-751-8750
Attendee Printed Name: Justin York
Attendee Email: justinyorkme@gmail.com
Attendee Signature: Justin York



100%

Camera: 1,079 m 29°38'21"N 82°18'53"W 45 m



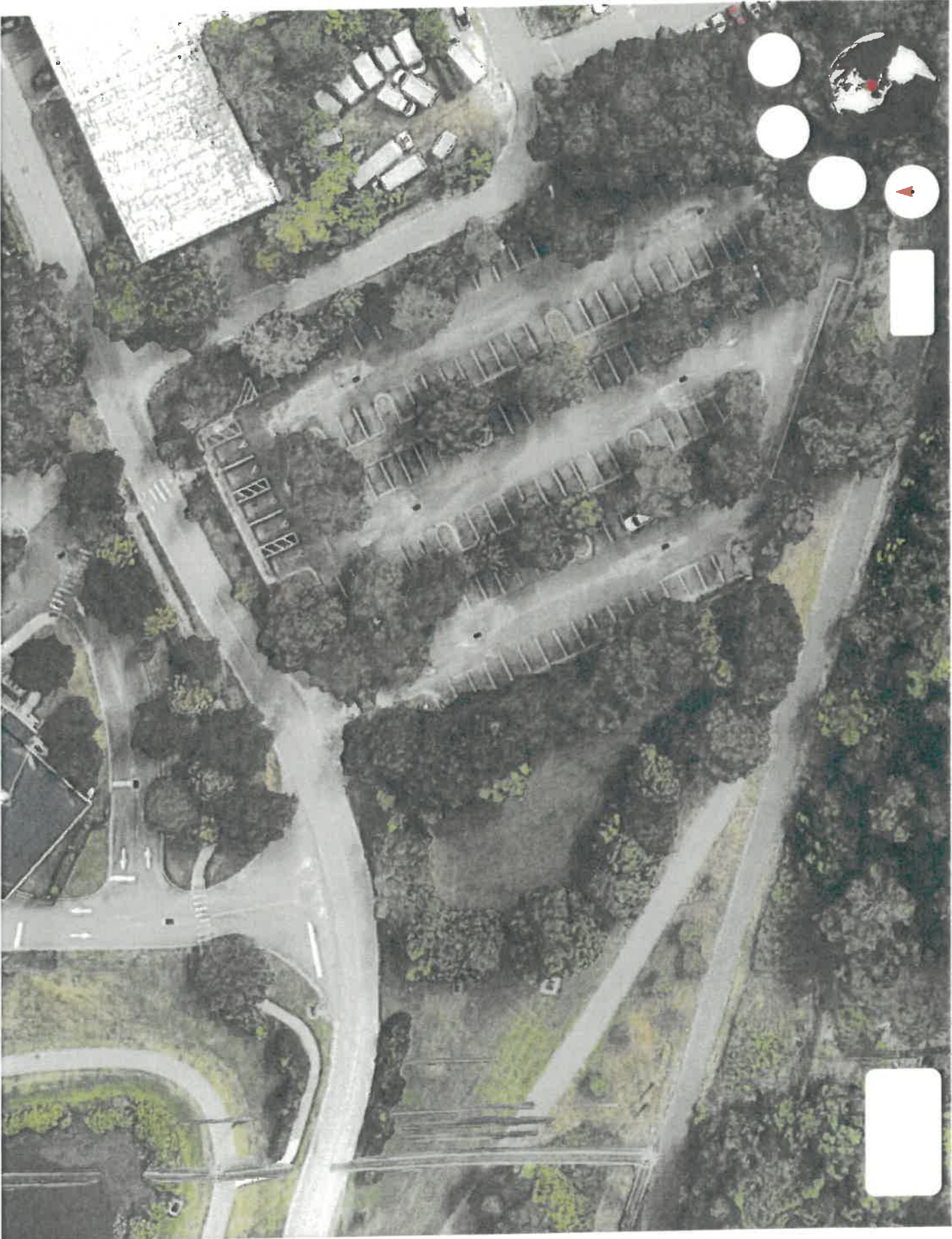
100%

Camera: 266 m 29°42'36"N 82°21'12"W 64 m



100%

Camera: 731 m 29°38'30"N 82°19'07"W 35 m



100%

Camera: 314 m 29°38'24"N 82°19'16"W 36 m



100%

Camera: 345 m 29°37'31"N 82°23'12"W 18 m

New RTS Facility

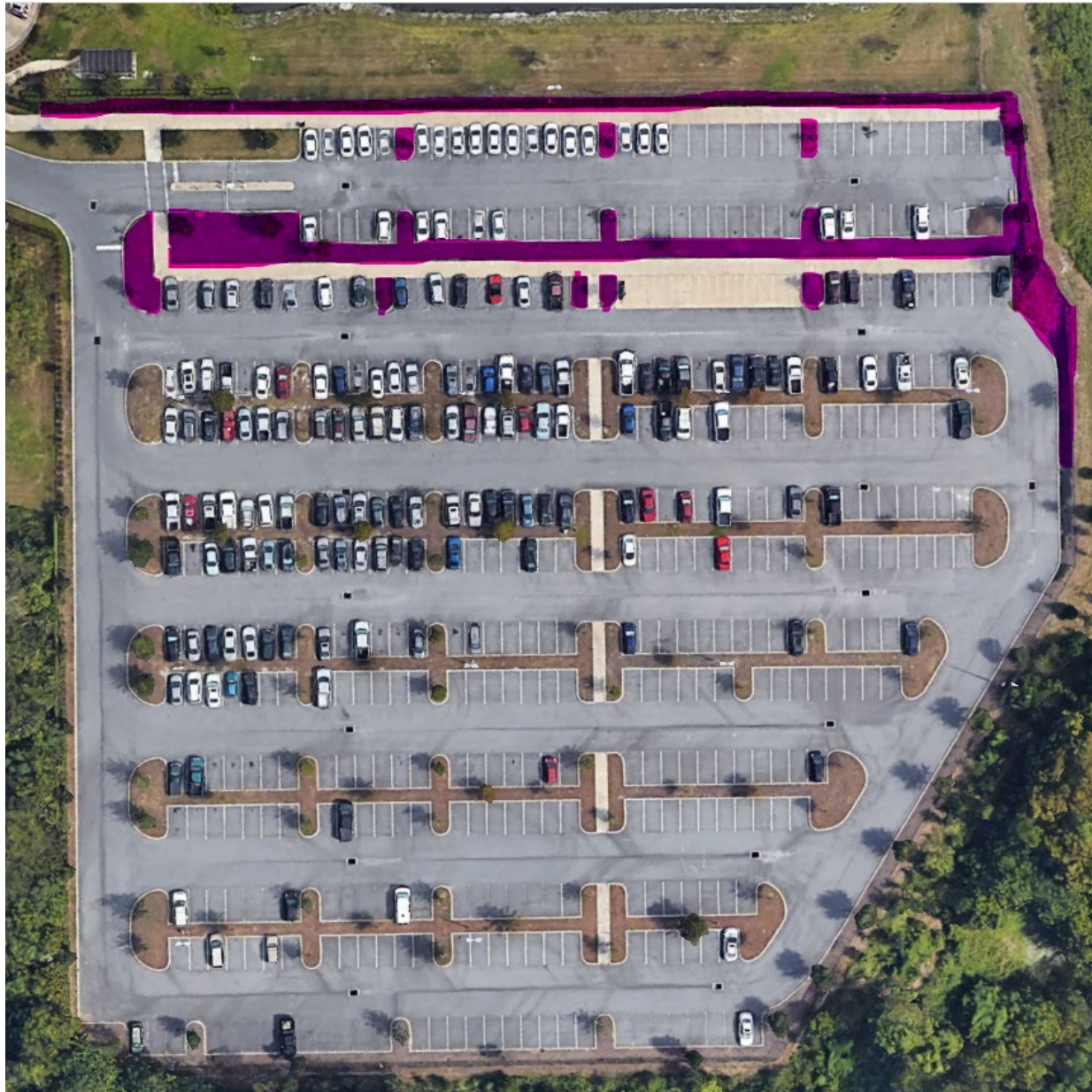
34 SE 13th Rd, Gainesville, FL 32601



(Highlighted areas denote grounds maintenance required)

RTS Parking Lot Detail

34 SE 13th Rd, Gainesville, FL 32601



(Highlighted areas denote mulch required)

Park n' Ride

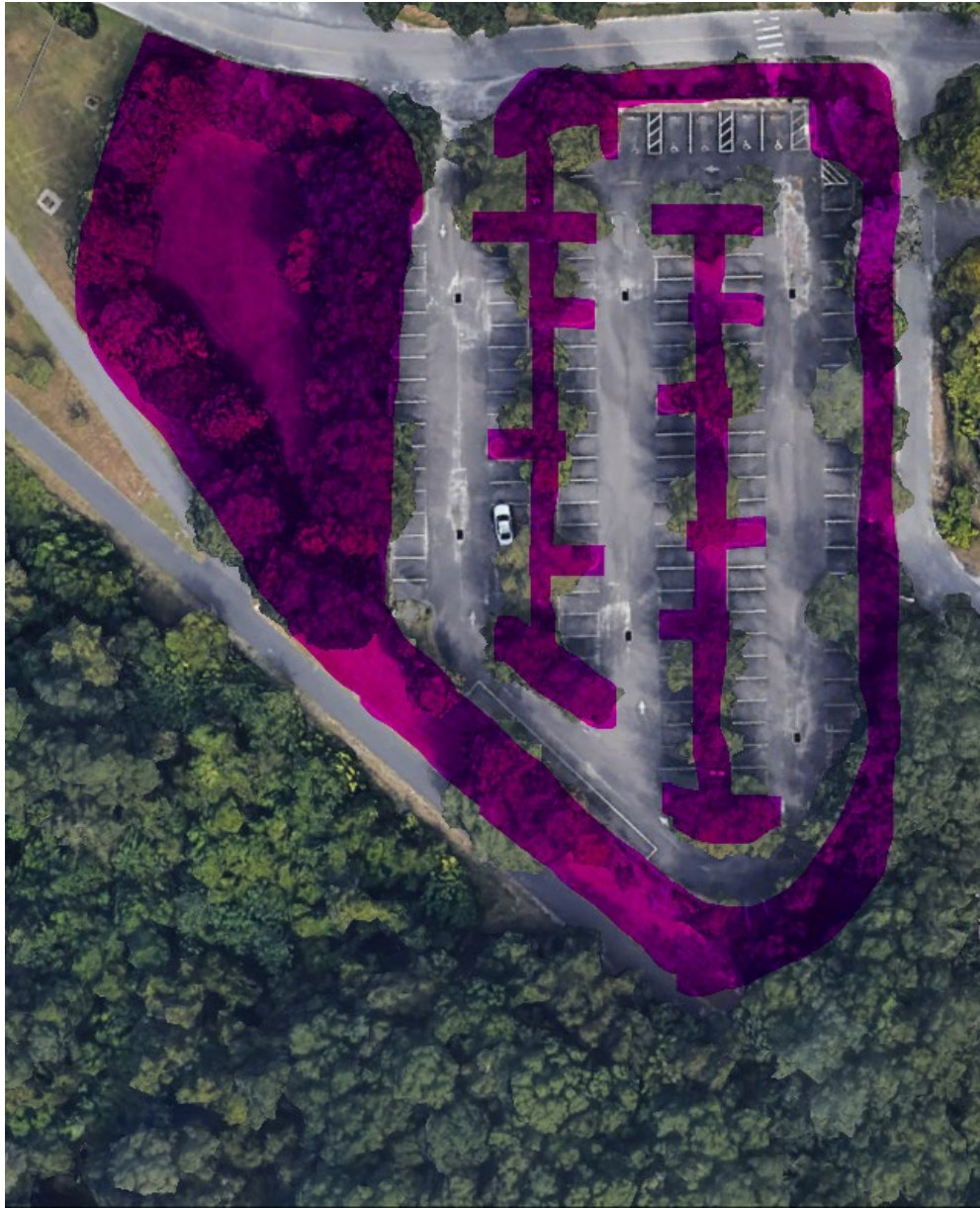
5700 NW 23rd St, Gainesville, FL 32653



(Highlighted areas denote grounds maintenance required)

Old RTS Parking Lot

99 SE 10th Ave, Gainesville, FL 32601



(Highlighted areas denote grounds maintenance required)

Old RTS Facility

100 SE 10th Ave, Gainesville, FL 32601



(Highlighted areas denote grounds maintenance required)

Butler Plaza Transit Center

4231 SW 30th Ave, Gainesville, FL 32607



(Highlighted areas denote grounds maintenance required)



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2021

AND ENDS SEPTEMBER 30, 2022

Please display in your
place of business

btmail@cityofgainesville.org

BUSINESS TAX NO.

18007

BUSINESS NAME AND MAILING ADDRESS



OASIS LANDSCAPE SERVICES, INC.

6812 NW 18TH DR
GAINESVILLE, FL 32653

BUSINESS LOCATION

6812 NW 18TH DR

BUSINESS PHONE

352-373-9530

BUSINESS E-MAIL

brent@oasislandscapeservices.com

Thank you for paying your business taxes for the period October 1, 2021 – September 30, 2022.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1405	CONTRACTOR-LANDSCAPE (NO LAND CLEARING)	\$131.25
6145	COIN-OP VENDING MACHINES	\$31.50
6801	COMMERCIALLY ZONED	\$0.00
TOTAL ASSIGNED:		\$162.75
TOTAL PAID:		\$162.75
AMOUNT DUE:		\$0.00

APPROVED BY FINANCE DIRECTOR



2C17F885CEE94E369B28E18C22064D47

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

btmail@cityofgainesville.org

OR TO WEB SITE

<http://eservices.cityofgainesville.org>

Do not write in this space

For which zoning compliance determination is requested

18

This is to certify that I have supplied 12 BVE and 12 BVEI. I understand I must obtain an occupational license from the Building Department of the City of Cincinnati, and meet all requirements of the Florida Building Code 2001 to run the building department prior to operating the business.

Unit/Suite square footage: 1400

SIGNATURE OF APPLICANT: Paul H. H.

Photo Number: 752-325-9520

If your business is in a building with multiple uses where the parking is shared by all businesses, you may or may not be considered a car share client as one of our staff will be responsible for each business. Please ask Meeting Staff for further information. As

FOR STAFF ONLY:			
NO. FOOTAGE	TYPE OF USE (BE SPECIFIC)	Required Parking	
METAL PARTS	HAIR/NAIL SALONS	FOR STAFF ONLY	
# OF SEATS	# OF STATIONS	EMPLOYEES	



OASILAN-02

AMATTOX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

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

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

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Westfield Companies</td> <td>24112</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C : National Union Fire Insurance Company of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER D : Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Companies	24112	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER D : Bridgefield Casualty Insurance Company	10335	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Oasis Landscape Services, Inc. 6812 NW 18th Drive Gainesville, FL 32653-1613															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TRA4075424	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			4188438701	9/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE019354271	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-44675	12/3/2021	12/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			TRA4075424	9/1/2021	9/1/2022	Contractors Equip. 602,635

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

CERTIFICATE HOLDER**CANCELLATION**

Regional Transit System
 Admin Building Lobby
 34 SE 13th Road
 Gainesville, FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul S. Ang



OASILAN-01

SE05CHAYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

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

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

PRODUCER License # L077730 AssuredPartners of Florida, Tampa 4600 West Cypress Street #550 Tampa, FL 33607	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 950-1076	FAX (A/C, No): (813) 983-2958	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : National Specialty Insurance Company	22608	
INSURED Oasis Landscape Services Inc. 6812 NW 18th Drive Gainesville, FL 32653	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

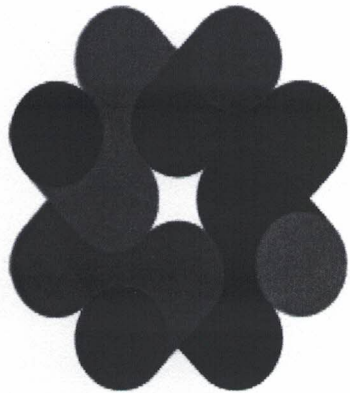
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GMI-038600	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Regional Transit System 34 SE 13th Rd Admin Bldg Lobby Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



OASIS
LANDSCAPE

Employee Policies and Procedures Manual

Revision Date: December 18, 2020

Oasis Landscape Services, Inc.
6812 NW 18th Drive
Gainesville, FL 32653
(352)373-9530 office
(352)372-7968 fax
www.oasislandscapeservices.com

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All Company employees are covered by worker's compensation insurance. To ensure no delays in treatment or coverage, all work-related injuries must be reported immediately to a supervisor. The injury must be documented in a report for our insurance provider or coverage may be delayed.

First Aid

The Company maintains trained and appointed CPR and First Aid certified employees. These designated employees are the able to provide medical and life saving services should the need arise.

Each employee receives training and instruction from a supervisor on Company recommended first-aid procedures. In all cases requiring emergency medical treatment, immediately call or have a co-worker call to request emergency medical assistance.

Wounds:

1. Minor: Cuts, lacerations, abrasions, or punctures
 - a) Wash the wound using soap and water and rinse well.
 - b) Cover the wound using a clean dressing.
2. Major: Large, deep, and bleeding
 - a) Stop the bleeding by pressing directly on the wound using a bandage or clean cloth.
 - b) Keep pressure on the wound until medical help arrives.

Broken Bones:

1. Do not move the victim unless it is absolutely necessary.
2. If the victim must be moved, "splint" the injured area.
3. Use a board, cardboard, or rolled newspaper as a splint.
4. Seek medical attention.

Burns:

1. Rinse the burned area without scrubbing it and immerse it in cold water. Do not use ice water.
2. Blot the area dry and cover it using sterile gauze or a clean cloth.
3. For chemical burns, flush the exposed area with cool water immediately for 15-20 minutes.

Eye Injury:

1. Do not rub the eye
2. Use the corner of a soft, clean cloth to draw out the particles or hold the eyelid open and flush continuously with fresh water or the eye wash.
3. If a large particle is stuck in the eye, do not attempt to remove it. Cover both eyes with a bandage and transport victim to the nearest authorized medical facility.
4. If chemical, immediately irrigate the eyes and under the eyelids with fresh water for 30 minutes or the eye wash provided. Transport the victim to the nearest medical facility.

Neck or Spine Injury:

1. If the victim appears to have injured their neck or spine or is unable to move their arm or leg, DO NOT ATTEMPT TO MOVE THE VICTIM unless it is absolutely necessary.
2. Summon medical assistance. Do not transport the victim yourself.

Heat Exhaustion:

1. Loosen the victim's tight clothing.
2. Give the victim sips (small amounts at a time) of cool water.
3. Make the victim lie down in a cool place with their feet raised. Monitor condition.

If a First Aid kit is used, please ensure that its supplies are replenished.

NONDISCRIMINATION / ANTI-HARRASSMENT POLICY and COMPLAINT PROCEDURE

Objective

Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices. The Company is committed to ensuring a fair and non-discriminatory work environment where all individuals are treated with respect, dignity, and without unlawful harassment, discrimination, and retaliation.

The law and Oasis Landscape Services' policies prohibit unequal treatment based on gender, race, or any other protected characteristic, regarding terms, conditions, privileges, and benefits of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further those policies.

The Company will make every reasonable effort to ensure that all employees are familiar with these policies and are aware that any complaint of violation of such policies will be investigated quickly and thoroughly toward appropriate resolution. Employees engaging in unlawful conduct will bear consequences including appropriate discipline up to and including termination of employment.

Employees should discuss questions or concerns about these policies with HR. These policies will not be used to exclude or separate individuals of a protected characteristic, from participating in business or work-related social activities or discussions.

Equal employment opportunity

It is the policy of The Company to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The Company prohibits any such discrimination or harassment.

Retaliation

The Company encourages reporting of all perceived incidents of discrimination or harassment. The Company prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Sexual harassment

Sexual harassment in any form constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where a) submission to such conduct is made a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) agreement and b) hostile work environment. Sexual harassment may include a range of subtle to obvious behaviors and may involve individuals of the same or different gender.

The Company considers assaults of a sexual nature which violate the Sexual Harassment Policy to include but not be limited to:

1. Unwanted sexual advances or requests for sexual favors.
2. Sexually oriented gestures, noises, remarks, jokes, comments or innuendo about a person sexually, their sexuality or sexual experience directed at or made in the presences of another employee, whether or not that employee has indicated that such conduct is unwelcome in their presence.
3. Verbal abuse of a sexual nature.
4. Commentary about an individual's body, sexual prowess, or sexual deficiencies.
5. Leering, whistling, or touching.
6. Insulting or obscene comments or gestures.
7. Sexually suggestive objects or pictures displayed in the workplace.
8. Rape, sexual battery, molestation, or attempts to commit such acts.
9. Intentional physical contact, which is sexual in nature such as touching, pinching, patting, grabbing, rubbing, or poking another employee's body.
10. Threatening to or making an employee's job more difficult or taking away any benefit or privilege to entice an individual to submit sexually.
11. Display of sexual material including but not limited to:
 - a) Pictures, posters, calendars, graffiti, objects, promotional material, reading or other material of a sexually suggestive or sexually demeaning nature are not permitted in the workplace.
 - b) Reading or publicizing materials that are sexually revealing, pornographic, or of a sexually demeaning nature.
12. Retaliation for sexual harassment complaints including but not limited to:
 - a) Disciplining, changing work assignments, providing inaccurate work information, or refusing to speak with or cooperate with an employee because that employee has resisted or complained about sexual harassment.

- b) Pressuring an employee, or otherwise attempting to cover up any of the conduct described above; and other physical, verbal, or visual conduct of a sexual nature.

Harassment

Harassment based on any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Otherwise adversely affects an individual's employment opportunities.

The Company considers harassment to include but not be limited to:

1. Inappropriate nicknames, labels, or descriptions.
2. Slurs or negative stereotyping.
3. Threatening, intimidating, or hostile acts.
4. Denigrating jokes.
5. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites, or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to The Company (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Reporting an Incident of Harassment, Discrimination, or Retaliation

The Company encourages reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor or HR. See the complaint procedure described below.

In addition, the Company encourages individuals who believe they are being subjected to prohibited conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

False and malicious complaints of harassment, discrimination, or retaliation will be the subject of appropriate disciplinary action.

Complaint Procedure

Any person who has suffered or observed sexual harassment or retaliation must bring the conduct to the attention of their immediate supervisor. If the employee feels uncomfortable reporting such conduct to their supervisor, they must report it to the Human Resources department, Office Manager or Brent Gaffney, President. To the extent possible, the identity of the person making the complaint is kept confidential.

The Company encourages the prompt reporting of complaints or concerns so that quick and constructive action can be taken. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

All complaints are investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The Company will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Upon completion of the investigation, misconduct constituting harassment, discrimination or retaliation is dealt with appropriately. The Company will discipline any employee who has engaged in improper conduct. Such discipline may include training, referral to counseling or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination of employment, as the Company believes appropriate under the circumstances.

TRUCK AND EQUIPMENT POLICIES

Loading Trucks in the Mornings

1. Perform a daily pre- and post-trip vehicle inspection and complete the Daily Vehicle Inspection Checklist.
2. Review the schedule for truck, trailer, equipment, tools, and coworkers needed/assigned each day.
3. Load truck with everything needed for the day and leave for the job site promptly.
4. Never linger at the shop unnecessarily. Please keep stops at convenience stores to a minimum throughout the day.
5. Ensure adequate water and ice on each truck.

Fueling

1. Never smoke when fueling.
2. Ensure correct fuel for vehicle/equipment. Employees are responsible for the cost associated with the removal of the wrong fuel they put in a vehicle and any damaged caused by the error.
3. Complete the fuel sheet at every fueling, taking care to fill in every blank.
4. Fuel up trucks, equipment, and gas cans at the end of each day.
5. When purchasing fuel at a station, write vehicle mileage on the receipt and turn in at the end of the day.

Trucks

1. Trucks are Company property.
2. Employees are responsible for cost of repair or replacement for any vandalism or damage they cause.
3. Conduct a pre- and post-trip vehicle inspection each morning (see supervisor for the Daily Vehicle Inspection Checklist).
4. Complete a Daily Vehicle Inspection Checklist each day.
5. Check vehicle lights each day and walk around to make sure chains are hooked up correctly, etc.
6. Never modify a Company vehicle without supervisor authorization.
7. Drive lawfully with respect and caution. The Company name and phone number are on the truck allowing other motorists to report poor driving.
8. Never back up with the doors open.
9. Never ride on the back of or sides of the truck bed. A driver who is ticketed for violating this state law is responsible for paying fine.
10. All drivers must receive Company approval before driving a Company vehicle. Do not drive without approval.
11. Never throw or drop equipment in or out of the truck beds.
12. If the truck is not running properly, tag it and/or notify the mechanic in writing on the shop board.
13. If the truck breaks down during the day, call the mechanic and assigned supervisor.
14. Always visually inspect the area around the truck for equipment before pulling away.
15. Never leave fertilizer in the truck overnight.
16. Never drive the truck with the tailgate down.
17. Never leave the truck radio on at the job site.
18. Never leave food in trucks overnight.
19. Never accumulate trash in truck or truck bed. Dispose of trash in a dumpster at the jobsite or at shop.
20. Never write on any surface in or on the vehicle.
21. All trucks are to be washed every other week, on non-payday Fridays. This includes cleaning out the cab and bed of debris.
22. Turn radios off each night.

Trailers

1. Trailers are Company property.
2. Employees are responsible for cost of repair or replacement for any vandalism or damage they cause.
3. Never back a trailer without training.
4. Never jackknife the trailer.
5. Never drop tailgates onto the ground.
6. Never let trailer tongue hit, dent, or scratch truck tailgate.
7. Never leave ramps at the job site or drive away with them down.
8. Never leave jack down while driving.
9. Never run trailers into trees, fences, cars, etc.
10. Hook safety chains and lights when attaching the trailer to the truck.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

5/10/2019

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

OASIS LANDSCAPE SERVICES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

A handwritten signature in black ink, appearing to read "Stefan Kulakowski".

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 5/10/2022

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
February 16, 2022

File No.
JB2601

Expires
January 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: January 31, 2023

AT

6812 NW 18TH DR
GAINESVILLE, FL 32653

OASIS LANDSCAPE SERVICES INC
6812 NW 18TH DR
GAINESVILLE, FL 32653

Lawn and Ornamental

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oasis Landscape Services, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input 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) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 6812 NW 18th Drive	Requester's name and address (optional) City of Gainesville Regional Transit System Facilities
6 City, state, and ZIP code Gainesville, FL 32653	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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


Social security number										
			-				-			
or										
Employer identification number										
5	9	-	2	1	9	5	0	8	1	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 4-1-2022
------------------	---	------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
OASIS LANDSCAPE SERVICES, INC.

Filing Information

Document Number F81933
FEI/EIN Number 59-2195081
Date Filed 05/14/1982
State FL
Status ACTIVE

Principal Address

6812 NW 18TH DRIVE
GAINESVILLE, FL 32653

Changed: 05/01/1995

Mailing Address

6812 NW 18TH DRIVE
GAINESVILLE, FL 32653

Changed: 05/01/1995

Registered Agent Name & Address

GAFFNEY, BRENT L.
6812 NW 18TH DRIVE
GAINESVILLE, FL 32653

Name Changed: 08/21/1986

Address Changed: 05/01/1995

Officer/Director Detail

Name & Address

Title P

GAFFNEY, BRENT L
395 TRITON RD
ORMOND BEACH, FL 32176

Annual Reports

Report Year	Filed Date
2020	03/17/2020
2021	02/01/2021
2022	01/27/2022

Document Images

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<u>05/01/1995 -- ANNUAL REPORT</u>	View image in PDF format



Oasis Landscape Services, Inc.
6812 NW 18th Drive
Gainesville, Florida 32653
www.oasislandscapeservices.com
352.373.9530

Since even before its incorporation of 1982, Oasis Landscape Services, Inc. has been providing a variety of quality landscape maintenance services to our customers in Florida. We provide professional landscape maintenance to a variety of customers including residential, commercial and municipal. One of our most important goals is ensuring that our horticultural methods, workmanship, and materials meet only the highest of standards. Because of this goal, our crews have members that have at least one year of commercial landscape maintenance experience. Our supervisors not only have five years' experience in commercial landscape maintenance, but also have many layers of training and certifications so that they can lead their respective crews in best practices with safety as their #1 goal. The following is a summary of the key personnel that provide commercial landscape maintenance services within our organization and their respective credentials and experience:

- Brent Gaffney, President
 - 40 years' experience of all phases landscape and irrigation, roadway maintenance
 - Certified pest control license holder D.A.C.S. #2601
 - Right-of-way fumigation license holder D.A.C.S #4699
 - Restricted use pesticides license holder D.A.C.S. #011234
 - Certified Florida Landscape Contractor, FNGLA #C3635
- Robert Cheney, General Manager
 - Began work with Oasis Landscape Services, Inc. in 1979
 - Certified Backflow Prevention Tester
 - LTD Commercial Fertilizer Applicator license holder
 - Graduated from the University of Florida
 - Responsible for all landscape maintenance supervision and scheduling
 - 30 years' experience in landscape maintenance
 - Florida Water Star Professional
- Devon Douylliez, Assistant General Manager
 - Began work at Oasis Landscape Services, Inc. in 2021
 - 10 years' experience in all phases of landscape and maintenance projects
 - Advanced MOT certified
 - Responsible for scheduling and managing resources
- Austin Woodington, Project Engineer
 - Began work with Oasis Landscape Services, Inc. in 2018
 - Graduated from the University of Florida with a Bachelor of Science and Master of Science in Civil Engineering
 - Advance MOT certified
 - OSHA certified

- Qualified Stormwater Management Inspector (#28252) with the Florida Department of Environmental Protection
- Gilbert Martin, Landscape Supervisor
 - Began work with Oasis Landscape Services, Inc. in 2001
 - Graduated from the University of Florida with a degree in Landscape Architecture
 - Expertise in landscape project management/budgeting
 - Qualified Stormwater Management Inspector (#28233) with the Florida Department of Environmental Protection
 - OSHA certified
 - LTD commercial Fertilizer Applicator license holder
 - 20 years' experience in all phases of landscape maintenance
- Louis Kortyka, Project Superintendent
 - Began work with Oasis Landscape Services, Inc. in 2000
 - Responsible for various roadway and landscape/maintenance projects
 - LTD Commercial Fertilizer Applicator license holder
 - Certified Backflow Prevention Tester
 - Advance MOT certified
 - Qualified Stormwater Management Inspector (#42220) with the Florida Department of Environmental Protection
- Jose Morales, Maintenance Foreman
 - 10 years experience as a commercial landscape maintenance foreman
- Jeffrey Lane, Maintenance Foreman
 - 12 years' experience as a commercial landscape maintenance foreman

All maintenance field and labor personnel have at least one year experience on commercial landscape maintenance projects/contracts.