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

Annual Contract for Wooden Utility Poles per the Attached Specifications

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until 2:30 P.M. on January 15, 2021 at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Caleb Fisher, CPPB  
Purchasing Agent  
Utilities Commission,  
City of New Smyrna Beach  
(386) 424.3045 Voice  
(386) 424.2748 Fax  
CFISHER@UCNSB.ORG

Mailing Address: 200 Canal Street 
New Smyrna Beach, FL 32168

Walk In Delivery: 200 Canal Street  
New Smyrna Beach, FL 32168

Bidders must indicate on the sealed envelope the following:

A. Invitation To Bid Number
B. Hour and Date of Opening
C. Name of Bidder
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UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 07-21
ANNUAL CONTRACT WOODEN UTILITY POLES

BID SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>December 15, 2020</td>
<td>DISTRIBUTION OF THE INVITATION TO BID</td>
<td></td>
</tr>
<tr>
<td>December 22, 2020</td>
<td>DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.</td>
<td>E-MAIL: <a href="mailto:cfisher@ucnsb.org">cfisher@ucnsb.org</a></td>
</tr>
<tr>
<td>December 29, 2020</td>
<td>ADDENDUM PUBLISHED BY 5:00 P.M.</td>
<td></td>
</tr>
<tr>
<td>January 5, 2021</td>
<td>BID RETURN DEADLINE BY 2:30 P.M.</td>
<td>LOCATION: UTILITIES COMMISSION RECEPTION</td>
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<td></td>
<td></td>
<td>200 CANAL STREET</td>
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<tr>
<td></td>
<td></td>
<td>NEW SMYRNA BEACH, FL 32169</td>
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VENDORS ARE ENCOURAGED **NOT TO** ATTEND PRE-BID IN PERSON BUT TO ATTEND BY DIALING 1 (646) 570-1040 PIN: 924-5593

THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH TAKES THIS STEP IN AN ABUNDANCE OF CAUTION FOR THE SAFETY AND WELLBEING OF OUR STAFF AND COMMUNITY.
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

9. **COMMERCIAL WARRANTY:** The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.
10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the COMMISSION will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

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

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

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **December 22, 2020**. Responses to all requests for more information will be included in any addenda and will be made available to all BIDDERS on **December 29, 2020**.

Requests for additional information received after the **December 22, 2020** deadline will not receive a response. Responses will **not** be made orally.

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

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

13. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **ITB 07-21 Annual Contract**
Wooden Utility Poles. Upon receipt by UCNSB, responses to solicitations become public records subject to the provisions of Florida’s state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

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

15. **E-VERIFY**: By [registering as a vendor, submitting a response to this solicitation, entering into a Contract], you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system are using same, and will continue to use same as required by Section 448.095, F.S. Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination [as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract], or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with The Utilities Commission or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.

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

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

18. **QUOTING PRICES**: Carelessness in quoting prices or in preparation of bid otherwise will not relieve the BIDDER. BIDDERs are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the BIDDER. In the event of an extension error(s), the unit price will prevail.
19. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

20. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment “A”.

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

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

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

24. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "NO BID" shall be properly marked on the outside of the envelope with the bid number.
25. **REJECTED BIDS:** The COMMISSION reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

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

32. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the
contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).
33. **INSURANCE**: The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to **COMMISSION**.

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<thead>
<tr>
<th>Coverage</th>
<th>Minimum Amounts and Limits</th>
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<tbody>
<tr>
<td>(a) Worker's Compensation</td>
<td>Statutory requirements at location of work</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$100,000 Each occurrence</td>
</tr>
<tr>
<td>$300,000 Disease, aggregate</td>
<td></td>
</tr>
<tr>
<td>$100,000 Disease, each employee</td>
<td></td>
</tr>
<tr>
<td>(b) General Liability</td>
<td>$1,000,000 General Aggregate</td>
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<tr>
<td>$1,000,000 Products - Comp Ops Agg</td>
<td></td>
</tr>
<tr>
<td>$500,000 Each Occurrence</td>
<td></td>
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<tr>
<td>$50,000 Fire Damage</td>
<td></td>
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<tr>
<td>$5,000 Medical Expense</td>
<td></td>
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<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
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<tr>
<td>(owned, hired and non-owned)</td>
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<tr>
<td>Option of Split Limits:</td>
<td></td>
</tr>
<tr>
<td>(1.) Bodily Injury</td>
<td>$500,000 Per Person</td>
</tr>
<tr>
<td>$1,000,000 Per Accident</td>
<td></td>
</tr>
<tr>
<td>$50,000 Property Damage</td>
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34. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**: The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

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

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission.

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

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

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

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

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

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

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

39. **GRATUITIES AND KICKBACKS:**

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

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

   (3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

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

VENDOR SIGNATURE
PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

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

1. This sworn statement is submitted Bid, Bid or Contract for ANNUAL CONTRACT FOR WOODEN UTILITY POLES.

2. This sworn statement is submitted by ____________________________ whose business address is: ____________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ____________________________.

   If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________.

3. My name is ____________________________ and my relationship to the entity named above is ____________________________.

4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state of federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
Public Entity Crimes Statement
Page 2 of 2

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

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

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

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

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

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

Date        Signature

STATE OF:  _________________  COUNTY OF:  _________________

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

My commission expires:     Personally known to me, or

[ ] Notary Public   [ ] Print, Type or Notary Stamp   [ ] Type of I.D.
NON-COLLABORATION AFFIDAVIT OF PRIME BIDDER FORM

State of _____________

County of _____________

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

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

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

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

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

___________________________

Signed

___________________________

Title

Subscribed and sworn to before me this _____ day of ________, 20__.

___________________________

Title

My Commission Expires: ____________
Request for Taxpayer Identification Number and Certification

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

2. Business name/described entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).

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)

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.

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 instruction. 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.

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 1098-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-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.
VENDOR APPLICATION

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

Vendor is:

( ) Corporation

( ) Partnership

( ) Sole Proprietorship

( ) Other ________________________________________________ (Explain)

Federal Employer Identification Number or Social Security Number: _________________________________

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

Firm Name: ____________________________________________________

Mailing Address: ________________________________________________

__________________________________________________

Telephone No. _______________ Fax No. ____________________

Email Address: ____________________ Web Address:____________________

Commodity or Service Supply: ______________________________________

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

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

Firm Name: ____________________________________________________

Mailing Address: ________________________________________________

__________________________________________________

submitted by: _________________________________________________

Name & Title Printed: ___________________________________________
QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

1. Name of Company: ___________________________________
   Address: ____________________________________________
   ______________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

2. Name of Company: ___________________________________
   Address: ____________________________________________
   ______________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

3. Name of Company: _______________________________
   Address: __________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
REQUIRED DISCLOSURE

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

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

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

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

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

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

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

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

TAB #7 Other Information:
In this section include:
Pole Load/Weight Info (Poles per Truck Load)
Special Conditions

The Utilities Commission, City of New Smyrna Beach, is requesting bids for supplying Wood Utility Poles in accordance with the following specifications. Vendor MUST be able to provide all size/class poles requested to be considered. The Utilities Commission reserves the right to determine if the product is suitable.

The Usage provided is an ESTIMATED QUANTITY and in no way guarantees the usage. The Utilities Commission will place orders on an as needed basis and will ensure the order will be the minimum truckload whenever needed.

The Utilities Commission requests the option of extending the agreement/contract for three (3) additional one year periods upon mutual agreement in writing, based upon the same prices, terms and conditions. However the UC will consider allowing a price adjustment of original prices when extending contract if deemed reasonable.

All Items Quoted to Include Delivery FOB Utilities Commission City of New Smyrna Beach

Contract is effective 02-28-21 / 02-27-22. Contract is for one-year with the option to renew for three additional one-year periods.
100271-100282
SPECIFICATIONS

1.0 SCOPE

1.1 These specifications cover pressure preservative treatment of Southern Yellow Pine poles with chromated copper arsenate, type C, oxide preservative (CCA-C-OXIDE) and minimum acceptable quality of such treatment.

2.0 GENERAL

2.1 Poles shall be Southern Yellow Pine and shall conform to the following listed specifications or the latest revisions thereof, except as modified by these specifications:

ANSI STANDARD 05.1-1979, SPECIFICATIONS AND DIMENSIONS FOR WOOD POLES

AWPA STANDARD PS-83, STANDARDS FOR WATER-BORNE PRESERVATIVES

AWPA STANDARD C4-84, POLES - PRESERVATIVE TREATMENT BY PRESSURE PROCESS

AWPA STANDARD A7-75, STANDARD WET ASHING PROCEDURE FOR PREPARING WOOD FOR CHEMICAL ANALYSIS

AWPA STANDARD METHODS OF ANALYSIS OF CCA TREATING SOLUTIONS AND CCA WOOD BY COLORIMETRY OR X-RAY ANALYSIS

AWPA STANDARD M1-84, STANDARD FOR THE PURCHASE OF TREATED WOOD PRODUCTS

AWPA STANDARD M2-83, STANDARD FOR INSPECTION OF TREATED TIMBER PRODUCTS

3.0 SPECIE

3.1 All poles shall be cut from live and sound Southern Yellow Pine timber.

4.0 DEFECTS

4.1 Poles shall be free from defects as specified in ANSI 05.1-1979.

4.2 Permitted defects shall be limited by ANSI 05.1-1979, except that:

a) The depth of a trimmed scar shall not be more than 2 inches regardless of the diameter of the pole.
5.0 TRIMMING

5.1 All poles may be trimmed either by machine or hand methods

6.0 SHAPE

6.1 Poles shall be free from short crooks.

6.2 Poles may have sweep subject to the following limitations:
   a) Sweeps in two planes shall not be permitted.

   Pole may have sweep in one or two directions as limited by
   ANSI 05.1-1979, except that:

   1) For poles 50 feet and shorter, a straight line joining the
      surface of the pole at the groundline and the edge of the
      pole at the top in all poles shall not be distant from the
      surface of the pole at any point by more than 1 inch for
      each 10 feet of length between these points.

6.3 The diameter of the pole at the butt shall not be more than
1/5 greater than the diameter at the groundline.

7.0 SEASONING

7.1 Poles shall be seasoned prior to treatment in accordance with
   ANSI 05.1-1979 and AWPA MI-84 and CI-84. Only air drying and kiln
   drying are permitted. Poles should have a moisture content of 25
   percent or less in the third inch from the surface of the pole.
   Poles must be cool prior to treatment. Heating poles in preserva-
   tive is not permitted.

8.0 FRAMING

8.1 Poles shall be roofed and bored, if specified, before treatment in
   accordance with attached Utilities Commission drawings or other-
   wise in accordance with drawings attached to and designated by
   specific Purchase Orders.

9.0 MARKINGS

9.1 The following marks shall be branded legibly on the face:
   a) The supplier's code, trademark, and/or name.
   b) The plant location code and/or trademark.
c) On distribution poles, thirty (30) foot through fifty-five (55) foot, a ten (10) foot mark shall be cut or burned ten (10) foot up from the butt of the pole.

d) On transmission poles, sixty (60) foot and longer, a fifteen (15) foot mark shall be cut or burned fifteen (15) foot up from the butt of the pole.

e) The month and year of treatment.

f) The true class numeral, and numerals showing the length of the pole.

g) The initials UC/NSB placed below the band.

h) Code letters denoting the preservative used and the specified retention by assay.

9.2 Poles shall be burn branded in accordance with ANSI 05.1. The marks shall not be less than three-quarters inch (3/4") in height and shall be located within two (2) inches of the ten (10) foot or fifteen (15) foot mark up from the butt of the pole.

9.3 In addition to the above marks, (e) and (f) of paragraph 9.1 and the supplier's treatment charge number shall be placed on the butt of each pole on a metal tag.

10.0 PRESERVATIVE

10.1 All poles shall be treated with Chromated Copper Arsenate (CCA), Type C which shall comply with AWPA PS-83, Section 5, CCA, Type C water-borne preservative used in treatment of these poles shall be of the oxide form and shall not use the constituents copper sulfate, sodium arsenate or pyroarsenate, potassium or sodium dichromate, or other constituents that will form water soluble electrolytes in utility poles.

11.0 TREATMENT

11.1 Treatment shall be performed in accordance with AWPA CI-84 and C4-84. A maximum pressure of p.s.i.g. for unlimited duration is permitted. A maximum fixation period of six (6) hours by heating in steam or hot water at 220°F is permitted.
12.0 RETENTION

12.1 Retention shall be tested in accordance with AWPA A7-75 or AWPA A9-82. The minimum retention shall be 0.60 pounds per cubic foot in the zone 0.5 to 2.0 inches from the surface as determined by one of the above procedures.

13.0 PENETRATION

13.1 Penetration shall be determined in accordance with AWPA CI-84, and C4-84, Section 3.21 and shall be a minimum of 3.5 inches or 90 percent of sapwood.

14.0 RETREATMENT

14.1 Poles may be retreated providing that none of the limitations specified in AWPA CI-84, Section 6 are exceeded.

15.0 INSPECTION

15.1 All pole lots shall be inspected by an independent firm (e.g. A.W. Williams Co.). The Utilities Commission shall receive copy of certificate of inspection from company.

16.0 SHIPMENT AND UNLOADING

16.1 The supplier shall take any necessary steps to ensure that at the time of shipment all poles shall comply with that part of ANSI Standard 05.1 (1979) having to do with shape and that no damage or decay prohibited by ANSI Standard 05.1 (1979) shall have resulted during storage.

16.2 Poles shall be unloaded by supplier. Unloading poles by rolling them off trucks is an unacceptable method of unloading.

17.0 RESPONSIBILITY

17.1 It shall be the responsibility of the producer to furnish material in accordance with these specifications. Issuing of a certificate of inspection by an inspection agency of others, or waiving of inspection, shall not relieve the producer of the responsibility.
100271-100282
SPECIFICATIONS

2 HOLES 3/4"

BIRTHMARK
## BID TABULATION

**BIDDER NAME:**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PART NO.</th>
<th>DESCRIPTION</th>
<th>APPROX YEARLY QTY</th>
<th>UNIT PRICE</th>
<th>LEAD TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>100271</td>
<td>30’ CLASS 2</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>100272</td>
<td>35’ CLASS 2</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>100273</td>
<td>40’ CLASS 2</td>
<td>130</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>100274</td>
<td>45’ CLASS 2</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>100275</td>
<td>50’ CLASS 1</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>100276</td>
<td>55’ CLASS 1</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>100282</td>
<td>60’ CLASS 1</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>100277</td>
<td>65’ CLASS 1</td>
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</tr>
<tr>
<td>9.</td>
<td>100279</td>
<td>70’ CLASS 1</td>
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<td>10.</td>
<td>100281</td>
<td>75’ CLASS 1</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted
by:________________________________________________________

(Please Print)

Company
Name:_______________________________________________________

Date:_________________________________________________________

Title:_________________________________________________________

Phone No.____________________________________________________

Fax No:_______________________________________________________

E-Mail:_______________________________________________________

Signature:___________________________________________________
UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 07-21
ANNUAL CONTRACT WOODEN UTILITY POLES

BIDDERS MUST SIGN BID FORM.
STATEMENT OF NO BID

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

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

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

REMARKS: ________________________________

_____________________________________

_____________________________________

_____________________________________

_____________________________________

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

Company Name: ___________________ E-mail: ___________________

Bid Number: ________________ Date: ___________________

Signature: ___________________ Fax: ___________________

Telephone: ________________
AGREEMENT FOR PURCHASE OF GOODS
(TO BE COMPLETED BY UCNSB AND CONTRACTOR AFTER BID IS AWARDED)

THIS AGREEMENT FOR CONTINUING PROFESSIONAL GOODS (“AGREEMENT”) is made and entered into this ______ day of _________________, 20__, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, (hereafter “COMMISSION”), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and ____________________________, (hereafter VENDOR”), located at ____________________________.

RECITALS

1. The COMMISSION was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility goods, including the authority to enter into contracts.

2. The COMMISSION wishes to obtain Wooden Utility Poles goods.

3. The VENDOR is ready, willing, and able to provide such goods.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1.  RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2.  TERM. This Agreement is to become effective upon execution by both parties. The initial term shall be for ONE (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to Three (3) additional one year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to THIRTY DAYS (30).

SECTION 3.  DESCRIPTION OF GOODS. VENDOR agrees to provide the following goods as described and specified in Exhibit “A” attached to and incorporated into this Agreement. COMMISSION shall provide and deliver these goods pursuant to purchase orders (“POs”) which may be issued by COMMISSION throughout its term for the supply by VENDOR of said goods. In addition to the terms, conditions and obligations obtained herein, this Agreement is comprised of this Agreement and all POs issued by COMMISSION to VENDOR that reference this Agreement.
SECTION 4. DELIVERY OF GOODS. VENDOR shall perform its goods in conformance with the agreed upon schedule. VENDOR shall complete all of said goods in a timely manner and will keep COMMISSION apprised of the status of work on a monthly basis. Should VENDOR fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

SECTION 5. PAYMENT; INVOICES.

5.1 Invoices for VENDOR’S goods shall be submitted to the COMMISSION at monthly intervals for goods rendered during the previous period. Each invoice shall delineate the period in which the goods were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of VENDOR. The bill[s] shall identify the goods completed and the amount charged.

5.2 COMMISSION or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of VENDOR insofar as they pertain to the direct charges payable by COMMISSION under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

5.3 All invoices shall be due and payable thirty (30) days from receipt thereof by COMMISSION, subject to COMMISSION’S right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by COMMISSION, but the COMMISSION reserves the right to reject any statement which fails to adequately describe the goods rendered by VENDOR. Upon written notice to VENDOR, payment may be withheld, in whole or in part, for VENDOR’S failure to comply with a term, condition or requirement of this Agreement. VENDOR will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon VENDOR’S satisfactory demonstration of compliance to the COMMISSION. Amounts not questioned by COMMISSION shall be promptly paid to VENDOR in accordance with the above payment procedures.

SECTION 6. COMMERCIAL WARRANTY. The VENDOR agrees that the supplies and goods furnished under this award shall be covered by the most favorable commercial warranties the VENDOR gives any customers for comparable quantities of such supplies or goods and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.

SECTION 7. INSPECTION AND ACCEPTANCE. A duly authorized representative of COMMISSION will accomplish inspection and acceptance of the goods purchased herein at the designated delivery point.

SECTION 8. COMMERCIAL WARRANTY. The VENDOR agrees that the goods furnished under this award shall be covered by the most favorable commercial warranties the VENDOR gives any customers for comparable quantities of such supplies or services and that
the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.

SECTION 9. INSPECTION AND ACCEPTANCE. A duly authorized representative of the COMMISSION will accomplish inspection and acceptance of the goods purchased herein at the designated delivery point.

SECTION 10. INSURANCE.

10.1 VENDOR shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

10.2 VENDOR and COMMISSION waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, VENDORs, and employees for damages covered by any type of property insurance during and after the completion of the goods. A similar provision shall be incorporated into all construction contractual arrangements entered into by COMMISSION and shall protect COMMISSION and VENDOR to the same extent. All project contractors shall be required to include COMMISSION and VENDOR as additional insureds on their general liability insurance policies.

SECTION 11. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

11.1 The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

11.2 The VENDOR covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of goods hereunder.

11.3 The VENDOR agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to goods performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The VENDOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the goods performed.

11.4 The VENDOR shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
11.5 The VENDOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

11.6 VENDOR is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 12. VENDOR’S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, VENDOR represents and warrants to the COMMISSION each of the following:

12.1 VENDOR represents that the goods provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the goods rendered.

12.2 VENDOR represents that the personnel furnishing such goods shall be qualified and competent to perform the goods assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

12.3 VENDOR represents that if VENDOR, through its negligent acts, errors, or omissions, causes any injury to COMMISSION or causes any physical damage to, or destruction of, any of COMMISSION’s property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

12.4 VENDOR represents that none of VENDOR’s principals or the immediate family of VENDOR’s principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term “immediate family” shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

12.5 VENDOR represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

12.6 VENDOR represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.
12.7 Should VENDOR breach the representations set forth above, COMMISSION shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date VENDOR completes its goods hereunder, VENDOR'S goods are negligent or erroneous and COMMISSION notifies VENDOR in writing that a negligent error or omission has been discovered in VENDOR'S goods, VENDOR shall correctly perform such negligent goods at no additional cost to COMMISSION and within a reasonable time period.

SECTION 13. GUARANTEE AGAINST INFRINGEMENT. VENDOR guarantees that all goods provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. VENDOR shall indemnify, hold harmless, and defend COMMISSION, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, goods, or other item delivered under this Agreement.

SECTION 14. INDEMNIFICATION. VENDOR shall defend, indemnify, and hold harmless the COMMISSION, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with VENDOR'S negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the VENDOR and third parties made pursuant to this Agreement. VENDOR shall reimburse the COMMISSION for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with VENDOR'S performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the COMMISSION constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the VENDOR.

SECTION 15. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

15.1 Upon COMMISSION'S or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, VENDOR shall provide COMMISSION or its designated Project Leader with a copy of all documents prepared by VENDOR under this Agreement. Documents shall be original and PDF versions.

15.2 The parties acknowledge that the COMMISSION is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. VENDOR has been advised the COMMISSION that all its activities are subject to the Public
Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the goods performed pursuant to this Agreement. VENDOR agrees to comply with all COMMISSION policies and procedures in observing the requirement of said laws. VENDOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the VENDOR in conjunction with this AGREEMENT. Specifically, the VENDOR must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the goods being performed by the VENDOR.

2. Provide the public with access to public records on the same terms and conditions that the COMMISSION would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.

4. Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the VENDOR upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COMMISSION in a format that is compatible with the information technology systems of the COMMISSION.

The VENDOR shall promptly provide the COMMISSION with a copy of any request to inspect or copy public records in possession of the VENDOR and shall promptly provide the COMMISSION a copy of the VENDOR’S response to each such request. Failure to grant such public access will be grounds for immediate termination of this AGREEMENT by the COMMISSION.

15.3 COMMISSION shall have the right to audit the books, records and accounts of VENDOR that are related to the performance of Goods pursuant to this Agreement. VENDOR shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. VENDOR shall preserve and make available, at reasonable times for examination and audit by COMMISSION, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COMMISSION to be applicable to VENDOR’S records, VENDOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by VENDOR. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for COMMISSION disallowance and/or recovery of any payment upon such entry. The
VENDOR shall retain all records relating to this Agreement for five years after the COMMISSION makes final payment and all other pending matters are closed.

15.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COMMISSION. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by VENDOR, whether finished or unfinished, shall become the property of COMMISSION and shall be delivered by VENDOR to the COMMISSION within seven (7) days of termination of this Agreement by either party. Any compensation due to VENDOR may be withheld until all documents are received as provided herein.

SECTION 16. ASSIGNMENT

16.1 VENDOR shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of COMMISSION. All requirements to be observed by the VENDOR shall be observed by all subcontractors.

16.2 If upon receiving written approval from COMMISSION, any part of this Agreement is subcontracted by VENDOR, VENDOR shall be fully responsible to COMMISSION for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If COMMISSION determines that any subcontractor is not performing in accordance with this Agreement, COMMISSION shall so notify VENDOR who shall take immediate steps to cancel the subcontract, or correct the deficiency. COMMISSION shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that COMMISSION notifies VENDOR in writing of said communication.

16.4 If any part of this Agreement is subcontracted by VENDOR prior to commencement of any work by the subcontractor, VENDOR shall require the subcontractor to provide COMMISSION with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 17. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that COMMISSION does not agree to use VENDOR exclusively. It is further understood that VENDOR is free to contract for similar goods to be performed for others while under contract with COMMISSION. The parties expressly acknowledge that VENDOR is an independent VENDOR, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between COMMISSION and VENDOR or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow COMMISSION, or its agents, representative, or employees, to exercise control or direction over the manner or method by which VENDOR performs any goods which are the subject of this Agreement.
SECTION 18. AUTHORIZATION. VENDOR shall not, without authorization first being given by COMMISSION: a) Use or pledge money or credit of the COMMISSION, except in the usual and regular course of business and on account of or for the benefit of the COMMISSION; b) Release or discharge any debt due to COMMISSION without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the COMMISSION'S property; or d) Cause COMMISSION to become a guarantor, surety, or endorser, or give any note which obligates the COMMISSION.

SECTION 19. TAXES. VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to VENDOR'S performance of this Agreement.

SECTION 20. DEFAULT. If, during the term of this Agreement, VENDOR shall be in default of any provision of this Agreement, COMMISSION may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until COMMISSION gives notice of the default to VENDOR with at least ten (10) days to cure such default.

SECTION 21. TERMINATION. Notwithstanding any other provision of this Agreement, COMMISSION may, upon fifteen (15) days written notice to VENDOR, terminate this Agreement if: (a) VENDOR is adjudged to be bankrupt; (b) VENDOR makes a general assignment for the benefit of its creditors; (c) VENDOR fails to comply with any of the conditions or provisions of this Agreement; or (d) VENDOR is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy COMMISSION may have under this Agreement; or (e) when deemed by the COMMISSION (in its sole discretion) is in the best interest of the COMMISSION. In the event of such termination, COMMISSION shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 22. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to COMMISSION's generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.
SECTION 23. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For VENDOR:

For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

SECTION 24. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 25. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 26. WAIVER AND ELECTION OF REMEDIES.

26.1 Waiver by COMMISSION of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

26.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

26.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 12, 13 and 14 shall survive the termination or expiration of this Agreement.

SECTION 27. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COMMISSION and VENDOR.

SECTION 28. LIMITATION OF LIABILITY. To the fullest extent permitted by law, VENDOR’S total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by VENDOR under the applicable Scope of Goods notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the VENDOR and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.
SECTION 29. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, VENDOR shall not be liable to COMMISSION for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and goods; cost of capital; and increased operating costs.

SECTION 30. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between COMMISSION and VENDOR with respect to the goods specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 31. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of COMMISSION and VENDOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:  VENDOR:

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By: ____________________________  By: ____________________________

___________________________  Its: ____________________________

Director of Finance/CFO  

ATTEST: ____________________________  ATTEST: ____________________________

By: ____________________________  Its: ____________________________

___________________________

(CORPORATE SEAL)

Director of Department
EXHIBIT "A": GOODS TO BE PROVIDED
The Utilities Commission, City of New Smyrna Beach, is requesting bids for supplying Wood Utility Poles in accordance with the following specifications. Vendor **MUST** be able to provide all size/class poles requested to be considered. The Utilities Commission reserves the right to determine if the product is suitable.

The Usage provided is an ESTIMATED QUANTITY and in no way guarantees the usage. The Utilities Commission will place orders on an as needed basis and will ensure the order will be the minimum truckload whenever needed.

The Utilities Commission requests the option of extending the agreement/contract for three (3) additional one year periods upon mutual agreement in writing, based upon the same prices, terms and conditions. However the UC will consider allowing a price adjustment of original prices when extending contract if deemed reasonable.

*All Items Quoted to Include Delivery FOB Utilities Commission City of New Smyrna Beach*

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1.0 **SCOPE**

1.1 These specifications cover pressure preservative treatment of Southern Yellow Pine poles with chromated copper arsenate, type C, oxide preservative (CCA-C-OXIDE) and minimum acceptable quality of such treatment.

2.0 **GENERAL**

2.1 Poles shall be Southern Yellow Pine and shall conform to the following listed specifications or the latest revisions thereof, except as modified by these specifications:

- ANSI STANDARD 05.1-1979, SPECIFICATIONS AND DIMENSIONS FOR WOOD POLES
- AWPA STANDARD PS-83, STANDARDS FOR WATER-BORNE PRESERVATIVES
- AWPA STANDARD C4-84, POLES - PRESERVATIVE TREATMENT BY PRESSURE PROCESS
- AWPA STANDARD A7-75, STANDARD WET ASHING PROCEDURE FOR PREPARING WOOD FOR CHEMICAL ANALYSIS
- AWPA STANDARD METHODS OF ANALYSIS OF CCA TREATING SOLUTIONS AND CCA WOOD BY COLORIMETRY OR X-RAY ANALYSIS
- AWPA STANDARD M1-84, STANDARD FOR THE PURCHASE OF TREATED WOOD PRODUCTS
- AWPA STANDARD M2-83, STANDARD FOR INSPECTION OF TREATED TIMBER PRODUCTS

3.0 **SPECIES**

3.1 All poles shall be cut from live and sound Southern Yellow Pine timber.

4.0 **DEFECTS**

4.1 Poles shall be free from defects as specified in ANSI 05-1-1979.

4.2 Permitted defects shall be limited by ANSI 05.1-1979, except that:

a) The depth of a trimmed scar shall not be more than 2 inches regardless of the diameter of the pole.
5.0 TRIMMING

5.1 All poles may be trimmed either by machine or hand methods.

6.0 SHAPE

6.1 Poles shall be free from short crooks.

6.2 Poles may have sweep subject to the following limitations:

a) Sweeps in two planes shall not be permitted.

Pole may have sweep in one or two directions as limited by ANSI 05.1-1979, except that:

1) For poles 50 feet and shorter, a straight line joining the surface of the pole at the groundline and the edge of the pole at the top in all poles shall not be distant from the surface of the pole at any point by more than 1 inch for each 10 feet of length between these points.

6.3 The diameter of the pole at the butt shall not be more than 1/5 greater than the diameter at the groundline.

7.0 SEASONING

7.1 Poles shall be seasoned prior to treatment in accordance with ANSI 05.1-1979 and AWPA MI-84 and CI-84. Only air drying and kiln drying are permitted. Poles should have a moisture content of 25 percent or less in the third inch from the surface of the pole. Poles must be cool prior to treatment. Heating poles in preservative is not permitted.

8.0 FRAMING

8.1 Poles shall be roofed and bored, if specified, before treatment in accordance with attached Utilities Commission drawings or otherwise in accordance with drawings attached to and designated by specific Purchase Orders.

9.0 MARKINGS

9.1 The following marks shall be branded legibly on the face:

a) The supplier's code, trademark, and/or name.

b) The plant location code and/or trademark.
c) On distribution poles, thirty (30) foot through fifty-five (55) foot, a ten (10) foot mark shall be cut or burned ten (10) foot up from the butt of the pole.

d) On transmission poles, sixty (60) foot and longer, a fifteen (15) foot mark shall be cut or burned fifteen (15) foot up from the butt of the pole.

e) The month and year of treatment.

f) The true class numeral, and numerals showing the length of the pole.

g) The initials UC/NSB placed below the band.

h) Code letters denoting the preservative used and the specified retention by assay.

9.2 Poles shall be burn branded in accordance with ANSI 05.1. The marks shall not be less than three-quarters inch (3/4") in height and shall be located within two (2) inches of the ten (10) foot or fifteen (15) foot mark up from the butt of the pole.

9.3 In addition to the above marks, (e) and (f) of paragraph 9.1 and the supplier's treatment charge number shall be placed on the butt of each pole on a metal tag.

10.0 PRESERVATIVE

10.1 All poles shall be treated with Chromated Copper Arsenate (CCA), Type C which shall comply with AWPA PS-83, Section 5, CCA, Type C water-borne preservative used in treatment of these poles shall be of the oxide form and shall not use the constituents copper sulfate, sodium arsenate or pyroarsenate, potassium or sodium dichromate, or other constituents that will form water soluble electrolytes in utility poles.

11.0 TREATMENT

11.1 Treatment shall be performed in accordance with AWPA CI-84 and C4-84. A maximum pressure of p.s.i.g. for unlimited duration is permitted. A maximum fixation period of six (6) hours by heating in steam or hot water at 220°F is permitted.
12.0 RETENTION

12.1 Retention shall be tested in accordance with AWPA A7-75 or AWPA A9-82. The minimum retention shall be 0.60 pounds per cubic foot in the zone 0.5 to 2.0 inches from the surface as determined by one of the above procedures.

13.0 PENETRATION

13.1 Penetration shall be determined in accordance with AWPA CI-84, and C4-84, Section 3.21 and shall be a minimum of 3.5 inches or 90 percent of sapwood.

14.0 RETREATMENT

14.1 Poles may be retreated providing that none of the limitations specified in AWPA CI-84, Section 6 are exceeded.

15.0 INSPECTION

15.1 All pole lots shall be inspected by an independent firm (eg. A.W. Williams Co.). The Utilities Commission shall receive copy of certificate of inspection from company.

16.0 SHIPMENT AND UNLOADING

16.1 The supplier shall take any necessary steps to ensure that at the time of shipment all poles shall comply with that part of ANSI Standard 05.1 (1979) having to do with shape and that no damage or decay prohibited by ANSI Standard 05.1 (1979) shall have resulted during storage.

16.2 Poles shall be unloaded by supplier. Unloading poles by rolling them off trucks is an unacceptable method of unloading.

17.0 RESPONSIBILITY

17.1 It shall be the responsibility of the producer to furnish material in accordance with these specifications. Issuing of a certificate of inspection by an inspection agency of others, or waiving of inspection, shall not relieve the producer of the responsibility.
100271-100282
SPECIFICATIONS

2 HOLES 3/4"

BIRTHMARK

10"

3"

UTILITIES COMMISSION
APPROVED STANDARDS
EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the VENDOR and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the COMMISSION. It shall be the responsibility of the VENDOR and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the VENDOR and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The VENDOR and its subcontractors shall furnish to the COMMISSION such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the COMMISSION as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the COMMISSION and that the carrier should have no less rating than A - X by A.M. Best and Company. COMMISSION reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the VENDOR and its subcontractors shall furnish the COMMISSION with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the COMMISSION in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the VENDOR shall immediately provide written notice to the COMMISSION upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for VENDOR and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the COMMISSION's office, ATTN: Engineering Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSURED: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the VENDOR, the COMMISSION and its commissioners, officials, directors, officers, agents, and employees as Additional Insured’s with respect to the activities of the VENDOR and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.
IV. WAIVER OF SUBROGATION: The VENDOR and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the COMMISSION, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the VENDOR and its subcontractors and the Additional Insured’s against all claims arising from bodily injury, sickness, disease, or death of any person other than the VENDOR’s employees or damage to property of the COMMISSION or others arising out of the act or omission of the VENDOR or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the VENDOR and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the VENDOR and its subcontractors and the Additional Insured’s against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY: The insurance shall protect the VENDOR and its subcontractors against all claims under applicable state workers’ compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers’ compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers’ Compensation: Statutory

Employers’ Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.