UTILITIES COMMISSION
City of New Smyrna Beach
ITB 3-20

INVITATION TO BID

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

Provide Construction Crews for Electrical Distribution Maintenance

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 October 30, 2019 at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Maureen Lynch, CPPB
Purchasing Agent
Utilities Commission,
City of New Smyrna Beach
(386) 424.3046 Voice
(386) 424.2748 Fax
MLYNCH@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
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Schedule</td>
<td>3</td>
</tr>
<tr>
<td>General Terms &amp; Conditions w. Insurance Requirements</td>
<td>4</td>
</tr>
<tr>
<td>Certification of Drug-Free Workplace Form</td>
<td>12</td>
</tr>
<tr>
<td>Public Entity Crimes Form</td>
<td>13</td>
</tr>
<tr>
<td>Non-Collusion Affidavit of Prime Bidder Form</td>
<td>15</td>
</tr>
<tr>
<td>Request For Taxpayer Identification Number And Certification W-9 Form</td>
<td>16</td>
</tr>
<tr>
<td>Vendor Application</td>
<td>17</td>
</tr>
<tr>
<td>Questionnaire</td>
<td>18</td>
</tr>
<tr>
<td>References</td>
<td>19</td>
</tr>
<tr>
<td>Required Disclosure</td>
<td>20</td>
</tr>
<tr>
<td>Bid Submittal Requirements</td>
<td>21</td>
</tr>
<tr>
<td>Bid Scope of Work</td>
<td>22</td>
</tr>
<tr>
<td>Specifications</td>
<td>25</td>
</tr>
<tr>
<td>Bid Form</td>
<td>39</td>
</tr>
<tr>
<td>Statement of No Bid Form</td>
<td>41</td>
</tr>
</tbody>
</table>
## BID SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>October 18, 2019</strong></td>
<td>DISTRIBUTION OF THE INVITATION TO BID</td>
</tr>
<tr>
<td><strong>October 23, 2019</strong></td>
<td>DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.</td>
</tr>
<tr>
<td></td>
<td>E-MAIL: <a href="mailto:mlynch@ucnsb.org">mlynch@ucnsb.org</a></td>
</tr>
<tr>
<td><strong>October 24, 2019</strong></td>
<td>ADDENDUM PUBLISHED BY 5:00 P.M.</td>
</tr>
<tr>
<td><strong>October 30, 2019</strong></td>
<td>BID RETURN DEADLINE BY 2:30 P.M.</td>
</tr>
<tr>
<td></td>
<td>LOCATION: UTILITIES COMMISSION RECEPTION</td>
</tr>
<tr>
<td></td>
<td>200 CANAL STREET</td>
</tr>
<tr>
<td></td>
<td>NEW SMYRNA BEACH, FL 32169</td>
</tr>
</tbody>
</table>
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  
   Maureen Lynch, CPPB Materials Manager  
   mlynch@ucnsb.org

   All such requests must be received no later than 2:30 PM, Eastern Standard Time, **October 23, 2019**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **October 24, 2019**.

   Requests for additional information received after the **October 23, 2019** 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 3-20 Construction Crews for Electrical Distribution Maintenance.** 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. **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.

16. **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.

17. **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.

18. **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.

19. **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”.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.
27. **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.

28. **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.

29. **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.

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

31. **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).
32. **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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Amounts and Limits</th>
</tr>
</thead>
<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></td>
<td>$300,000 Disease, aggregate</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease, each employee</td>
</tr>
<tr>
<td>(b) General Liability</td>
<td>$1,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Products - Comp Ops Agg</td>
</tr>
<tr>
<td></td>
<td>$500,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td></td>
<td>$5,000 Medical Expense</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>(owned, hired and non-owned)</td>
<td></td>
</tr>
<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></td>
<td>$1,000,000 Per Accident</td>
</tr>
<tr>
<td>(2.) Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

33. **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.

34. **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.

35. **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.

36. **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.
37. **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.

38. **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.
CERTIFICATION OF DRUG-FREE WORKPLACE FORM

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
UTILITIES COMMISSION
City of New Smyrna Beach
ITB 3-20

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 CONSTRUCTION CREWS FOR ELECTRICAL DISTRIBUTION MAINTENANCE.

2. This sworn statement is submitted by __________________________________________
   [name of entity submitting sworn statement] 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 be 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 charges brought by federal or state trial court or recording, relating to charges 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.
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
Linked Identification:

__________________________ __________________________
Notary Public Print, Type or Notary Stamp Type of I.D.
NON-COLLUSION 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/dissolved 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
   - Limited liability company, Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   - Limited liability company, Limited liability company, Limited liability company, Limited liability company, Limited liability company, Limited liability company, Limited liability company, Limited liability company

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)

5. Address (number, street, and apt. or suite no.) See Instructions.

6. City, state, and ZIP code

Requestor's name and address (optional)

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

Or

Employer identification number

Part II Certification

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

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

Sign Here

Signature of U.S. person

Date

General Instructions

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

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

Purpose of Form

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

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

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

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

                                 ____________________________ Fax No. ____________________

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: _________________________________________________

                                 ____________________________ Fax No. ____________________

Telephone No. __________________ Fax No. __________________

Email Address: __________________ Web Address: __________________

Commodity or Service Supply: ________________________________

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, 2014, 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 | **Detailed Specifications: Business License & Insurance** |
**CONTRACT SCOPE:** The purpose of the bid is to solicit proposals from qualified companies seeking to provide construction crews for maintenance of UCNSB’s electrical distribution system. UCNSB is seeking an Electrical Distribution Construction Contractor to supply a minimum of one or more crews for overhead and underground construction. The contractor must also have the ability to supply additional crews as work dictates. The work for overhead construction will include the replacement of overhead wood pole structures, overhead maintenance and backup support if necessary. Projects will encompass the replacement of wood pole structures as identified by inspection and treatment contractors as part of UCNSB’s maintenance and storm hardening plan. In general, the work will be done by building a completely new structure next to the existing one and then transferring the conductor while energized. The contractor shall furnish all labor and equipment while UCNSB will furnish the material. The overall goals of the contract are to assist UCNSB with the replacement of wood poles, miscellaneous overhead and underground maintenance, cross arm replacement and provide backup support. This scope may expand to additional overhead crews in both new construction projects and additional maintenance needs.

**TERM OF AGREEMENT:** The term of this contract shall be for one (1) year. This agreement may be extended, at the option of the Commission, and the agreement of the contractor in one (1) year intervals for up to an additional three years.

Unit pricing shall be firm for the original one (1) year term of the contract. Each year upon contract renewal unit price may be negotiated and adjusted upon mutual agreement.

**DESCRIPTION OF WORK LOAD:**
Contractor to supply supervision, engineering, tools, equipment, and logistics support for a workforce of 1 or more electric crews to safely work on energized 115kv transmission and 23kv and 13kv overhead and underground electric distribution circuits for routine daily assignments and for the emergency restoration of such circuits as required.

**CONTRACTOR REQUIREMENTS:**
The Contractor shall provide and pay for all labor, tools, equipment, per diem and transportation. All Distribution materials will be furnished by the Utilities Commission, NSB. The Contractor shall utilize only Utilities Commission, NSB approved and supplied material. As job conditions permit, the Contractor’s employees shall be clean, in proper work attire, and shall conduct themselves in an industrious and courteous manner. All tools and equipment shall be kept in good working order. Adequate first aid supplies shall be provided by the Contractor and shall be accessible to the employees. The contractor shall be responsible for scheduling and procurement of all necessary, labor, equipment and incidentals to perform and complete assigned projects. The contractor shall provide the use of competent, qualified personnel.
ROUTINE WORK REQUIREMENTS:

1. **The Contractor shall be responsible for all meals and lodging during routine work requirements.** The Contractor will draw its material from Utilities Commission’s Central Stores Warehouse, 1151 Field Street, New Smyrna Beach; FL. Hours available for receipt of material will be between 7:30 a.m. and 3:00 p.m., Monday through Friday. All other hours and holiday are excluded. Once the Contractor receives the materials, they shall be responsible for proper storage and safe guarding of any material furnished by the Commission and the Contractor shall reimburse the Commission for any losses from stolen, damaged, vandalized, or misplaced materials. It is recognized that damage may occur to material due to the nature of the work. The Commission will determine those allowances.

2. Upon completion and acceptance of a project by the Electric Project Manager, all unused material shall be returned to the Central Stores Division where it was obtained. Where practical, all material for a given project shall be obtained by the Contractor at the beginning of the project.

3. The Contractor, without charge, shall clean the working areas each day of all trash and waste materials and shall maintain the site in a neat and orderly condition throughout the working period. The Contractor shall, without charge, tear down and remove all temporary structures which he has occupied. The Commission shall have the right to determine what are waste material or rubbish and the manner and place of disposal.

4. Shall a project be defined as High Priority the Contractor agrees to provide sufficient personnel and equipment to handle such projects that may include short service dates. It is understood that such projects will be minimum in number.

5. The Contractor shall provide all traffic control plans required by the governing agency. Work zone requiring traffic control will be in accordance with the State of Florida Utility Accommodation Guide. The contractor will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. The cost of this plan shall be considered incidental to the cost of the project. If signed and sealed traffic control plans are required by the governing agency, contractor shall include cost of traffic control in the per unit pricing provided.

6. The Contractor shall also be responsible for all traffic control devices such as barricades, lights, steel plates, and arrow boards. The use of such devices shall be considered incidental to the overall project and the cost for the use of such devices shall be included in the unit prices. Concrete barriers are not included.

7. **The Contractor shall be solely responsible for each individual job (including materials furnished by the Commission) until final acceptance by the Commission. The Contractor shall take all necessary precautions against damage to the work from the elements or any other causes whatsoever.** The Contractor shall rebuild, repair,
restore or make good, without charge to the Commission, damages to any portion of the materials and work before its completion and acceptance. The contractor will be responsible for any damages that might occur due to his negligence.

8. Before the work on any individual job is considered complete, all rubbish and unused material due to or connected with, the work must be removed and the premises left in a condition satisfactory to the Commission. All property, public or private, disturbed or damaged during the execution of the work shall be restored to its former condition. UCNSB shall have the right to determine what are waste materials or rubbish and the manner and place of disposal. In general, all material removed from a project will be returned to UCNSB’s Stores unless otherwise notified by the UCNSB Project Manager or his designee. Payment for that project will be withheld until such work is completed.

9. Work on all projects shall begin one day after notification either by phone or email by UCNSB’s Project Manager or designee. Work on each project shall be completed as promptly as possible. The contractor shall be required to furnish adequate personnel to meet these conditions. The contractor shall notify all permitting agencies as required by that agency prior to starting work on any project.

10. The Contractor shall invoice not more than once a week or less then monthly for all projects completed during that time frame. No partial payments will be made. The format and time frame of the invoicing shall be agreed upon between the Contractor and the Project Manager at the beginning of the Contract. No retainage will be withheld during the term of this contract.

11. The Contractor must adhere to all applicable OSHA requirements and UCNSB safe clearing, switching, and isolation procedures. Quality of workmanship shall be required to meet the minimum standards in accordance with the National Electric Safety Code and the National Electric Code of Standards.

12. When the Contractor is required to enter manholes or pulling boxes where UCNSB electric facilities are installed, the Contractor is required to notify the UCNSB the Directors office for scheduling an UCNSB stand-by crew. A minimum 48-hour notice must be given.


14. Contractor shall submit copies of its safe work practices manual for review by Commission safety section.
15. The job foreman and lead person on a construction crew shall be experienced linemen who have performed this type of work (i.e. Energized) for a minimum of five years. UCNSB will require proof of such experience prior to the start of work.

16. The Contractor shall have one point of contact for this contract that can make decisions for the Contractor. That point of contact must be reachable by cell phone if they are out of the office. They shall have at least five years of experience with this type of work.

17. The Contractor shall notify UCNSB of any damaged, faulty, or unsafe materials or equipment encountered during the performance of routine and emergency restoration work.

18. Required tree trimming will be performed by the UCNSB tree trimming contractor.

INSTALLATION REQUIREMENTS:

1. This section covers erection work for electrical distribution line materials installed or furnished under these specifications.
   - Erection procedures not specified herein shall be in accordance with the engineer’s drawings and the manufacturers drawings and recommendations.

EXISTING UNDERGROUND INSTALLATIONS:

1. The Supplier shall be solely responsible for locating all existing underground installations, in advance of drilling pole holes, by contacting the Owners thereof and prospecting. The Supplier shall use his own information and shall not rely upon any information indicated on the drawings concerning existing underground installations. Also, see “Location of Utilities” in the “Special Conditions” section of this document.

The Supplier will be held responsible for any interruption in the service of underground facilities resulting from his operations, unless the facilities owner has given specific approval for the interruption in each case.

Except where the damaged parties desire to conduct their own repair and restoration work, the Supplier shall repair and fully restore any underground facility damaged during the construction period to a condition equal to or better than that which existed at the time of damage. All repair and restoration work shall be done to the complete satisfaction of the damaged parties and the Owner.

The Supplier shall make his own arrangements with any jurisdictional authority requiring inspection of repaired or reconditioned utility facilities. All inspection fees applicable shall be paid by the Supplier.
Where the damaged parties desire to conduct their own repair and restoration work, the Supplier shall render all assistance to facilitate this corrective work. The Supplier shall assume all just and reasonable expenses thus incurred by the damaged parties.

2. **STRUCTURE GROUNDING.** All wood poles greater than 35 feet in length are to be installed with a butt ground. A #4 solid copper wire will be installed from the top of the pole to the bottom of the pole using staples every 30 to 36 inches, except on the lower portion of the pole that is eight feet above finished grade; staples should be installed every 6 to 8 inches. At the butt of the pole, the copper wire will then be coiled and stapled to the bottom of the pole.

Poles 30 and 35 feet in length used for cable support and span guys, etc., will not have a ground wire installed. Span guy wire, as installed in the secondary position, will be bonded to the system neutral at the primary pole. Span guy wire, as installed in the primary position, and installed with a strain insulator, will not be bonded to the system neutral.

Additional grounding information is contained on specification drawing ER-27A.

If the Supplier determines that a work location requires a positive driven ground, this information is to be given to the Owner’s representative. An UCNSB crew will accomplish this work task.

Grounding Site Inspection – Involves verifying the grounding connections from equipment to ground rod and measuring the ground plane resistance at the location. This unit pricing should also include anticipated travel time to each location.

Cadweld – Involves connection of the grounding conductor to an existing or new driven ground rod.

3. **ANCHORS AND GUYS.** Each anchor rod shall be aligned with its connected guy and shall extend not less than 3 inches, nor more than 9 inches, above the ground surface.

All guys shall be installed prior to loading the structures. Guys shall be installed in accordance with the guying details indicated on the drawings. (Guy dead-end units shall be installed in accordance with the manufacturer's recommendations.)

All guys shall be grounded to pole ground or the system neutral using #4 solid copper. Anchor extensions shall be added to provide holding capacity for the loading placed on each structure.

If, after loading the structures, the Owner Representative determines that final adjustments to the guys are necessary, the Supplier shall make such adjustments to the satisfaction of the Owner Representative.
4. **INSULATORS AND SUPPORT HARDWARE.** The following articles cover installation work for insulators and support hardware.

   **Inspection and Cleaning.** Each insulator unit shall be inspected and, when installed, shall be free of cracks, chips, bent pins, and other defects. Defective insulators shall be removed from the work site immediately.

   All insulators installed shall have surfaces cleaned of all foreign material and porcelain insulators shall be wiped to a bright finish.

   **Dead-End Insulator Assembly and Attachment.** Dead-end insulator strings, when completely assembled, shall have all cotter pins fully seated.

   Dead-end insulator strings must be attached to the structure after setting the poles.

5. **PHASE CONDUCTORS AND SHIELD WIRE.** The following articles cover installation work for phase conductors and shield wire. The installed conductors shall be free from damage, including any deformity in, or foreign matter on, the conductor, which can be detected visually or by feel.

   **Stringing Blocks.** Stringing blocks shall be securely fastened to the supporting structures. Stringing blocks may be attached to the insulators or may be supported by brackets or hangers, which are attached to the structures. The stringing blocks shall support the conductors at their permanent or "clipped in" elevations.

   Conductor stringing blocks shall have neoprene or urethane inserts covering all parts, which may come in contact with the conductor. Stringing blocks shall be designed and used such that the pulling line does not damage or deposit foreign matter in the sheave or insert in a manner, which might cause damage to the conductor. Sheaves shall operate freely. Sheave diameters and sheave grooves shall be selected in accordance with IEEE Paper C 73 377-9, "A Guide for the Selection and Application of Transmission Conductor Stringing Sheaves."

   **Crossings over Utilities, Highway, and Railroads.** The Supplier shall furnish and install all guard structures and/or bucket trucks required for all crossings over electric supply lines, communication lines, railroads, roads, highways, and other obstructions, and for the protection of the conductors. The Supplier shall obtain the necessary permissions or permits for stringing conductors over utilities, highways, railroads, and other obstructions. The Supplier shall make adequate preparations to safely cross all facilities with a minimum of inconvenience and delay to the public.

   Guard structures shall be single poles, two or more poles connected by a fiber line, or two or more poles joined by timbers. Each guard structure shall be complete with all necessary guys, anchors, and braces, and shall have adequate provisions to prevent damage to conductors. Stringing blocks shall be included as part of any guard structure which will continuously support the conductor during installation. Guard structures with stringing
blocks shall be equipped with provisions for supporting the conductor, if the block attachment assembly fails.

Upon completion of a section of line, all guard structures in that section, including the full length of all guard structure poles, shall be removed by the Supplier.

**Conductor Stringing.** All conductors shall be strung from reels firmly mounted on stands secured against displacement. Reel equipment shall include adjustable braking devices that shall be used to prevent conductor overrun between the reel and the tensioning equipment. All reel equipment shall be continuously attended during conductor pulling to assure proper operation. Each conductor reel shall be carefully inspected and any protruding fasteners or other objects that might damage the cable shall be removed. A thorough visual inspection for flaws, breaks, or abrasions shall be made as the conductor leaves the reel. Damaged portions of the conductor shall be cut out and the conductor spliced as specified hereinafter. Splices shall not be pulled through Break Rig.

All conductors shall be strung using double bull wheel continuously controlled tensioning equipment located in line with each pull and anchored. Tensioning bull wheels shall be provided with multiple conductor grooves and shall have a diameter sized for the outside diameter of the conductor being pulled. The conductor grooves shall be lined with neoprene or other acceptable resilient material to provide cushioning in the grooves and protect conductors smaller than the groove diameter from being flattened or otherwise damaged. Tensioning brakes and brake controls shall automatically maintain running tension after the set tension is obtained, and shall be supplemented by a fail-safe type brake, which automatically engages upon loss of the running tension brakes.

Conductor grips shall be of a type, which will not damage the conductor and shall be acceptable to the Owner’s Representative.

The Supplier shall use running grounds (#2 copper or larger) attached to ground rods installed to a depth of no less than 10 feet at the wire pulling equipment to provide for grounding safety.

The tension on any conductor during stringing shall not exceed 50 percent of the tension required by the stringing sag charts at the temperature existing at the time of stringing.

During pulling operations, the conductor shall be kept clear of the ground and all other objects, which might cause abrasion, kinks, loosening of strands, or other damage.

When, during the stringing operation, a conductor contacts another conductor, the ground, or some other object which might cause damage, the conductor shall be lowered, wiped clean, and closely inspected by the Owner Representative to determine the extent of damage. Depending on the severity of damage and the length of the damaged section, repairs shall be made by smoothing of the conductor with fine sandpaper or by cutting out the damaged section and splicing.
If at any time during the stringing and sagging operation it becomes necessary to leave the conductor in the stringing blocks for an extended period of time due to equipment failures, inclement weather, or other delay, the conductor sag shall be adjusted to twice normal sag or greater consistent with the maintenance of standard clearance at all crossings of utilities, roads, and railroad tracks.

**Splicing and Dead Ending.** Full tension conductor splices and dead ends shall be installed in accordance with the manufacturer's recommendations. There shall be no splices in spans adjacent to or crossing creeks, railroads, major overhead utility lines, state or federal highways, or within 50 feet of suspension points or within 75 feet of dead-end fittings.

No splices in dead-end or slack spans shall be made without prior approval by the Owner Representative.

All compression fittings shall be filled with filler compound as recommended by the fitting manufacturer before compressing. Joint compound shall be applied to all flat-to-flat surface connections on dead-end bodies and jumper terminals. The joint compound shall be applied immediately following wire brush cleaning of contact surfaces.

The aluminum joint sleeves of each completed splice shall be centered longitudinally over the conductor joint or steel joint sleeve.

After compressing, all burrs and sharp edges shall be removed for the joint surfaces. Any excess filler compound which has been forced out of the connection during compression shall be cleaned from the conductor.

Minor straightening of sleeves shall be by cold forging using a wooden mallet and wood anvil.

Jumper loops installed between dead-end fitting terminals shall be formed into a regular shape to present a neat appearance.

The Supplier shall make all splices, taps, and dead ends in the conductors as required to provide complete electrical circuits. All splice, dead-end, and jumper installations shall be performed in the presence of, and subject to the inspection and acceptance of, the Owner Representative.

**Sagging.** After notification from the Supplier of any adjustments made in span lengths during structure erection, the Owner Representative will provide sag-tension charts to be used for sagging. The Supplier shall allow a minimum of five days for preparation and transmittal of this data.

All conductors shall be sagged within 24 hours after stringing in accordance with stringing sag charts furnished by Utilities Commission. No conductor shall be stressed above the stress required by the stringing sag for the temperature existing at the time of sagging. The conductors' temperature shall be determined at the time of sagging by means of a thermometer. The sag thermometer shall be as manufactured by Sagline Incorporated,
P.O. Box 351, Millwood, New York 10546. The thermometer shall be suspended at least 10 feet above the ground and the temperature so determined shall be used as the sagging temperature.

Sag of conductors and shield wire shall be measured by the transit method or, where acceptable to the Owner Representative, by the return wave method. Acceptability of the return wave method shall be demonstrated by measuring conductor sag on a representative span using both the transit and return wave methods, and comparing the sags measured by the two methods.

Transits shall be mounted on concrete pole structures. Where the sagging pull includes more than six spans, two targets shall be used. Each set of targets shall be located approximately one-third distance from the ends of the pull.

Dynamometers or tensioning equipment may be used to ensure that conductors are not over stressed and could be used as substitutes for sag measurements.

Sags shall be held to the values indicated on the sag charts with a minus tolerance of zero to a plus tolerance of 3 inches (-0, +3 inches). The Supplier's superintendent shall keep an accurate sagging log listing the date, time, temperature, spans where sags are checked, computed sag, measured sag, and any other pertinent data or remarks. This log shall be available to the Owner’s Representative for review at all times and shall be given to UCNSB as a permanent record when the sagging operation is completed on the line.

It is the Supplier's responsibility to obtain the clearance of the Owner Representative on the completed sagging operation before proceeding to the next section of line.

The Supplier shall provide such assistance as may be required by the Owner Representative in checking the sags. Any change in this procedure shall be acceptable to the Owner Representative.

Temporary guys, anchors, and reinforcements as required shall be provided during stringing and sagging operations to maintain all structures in alignment.

Sagging shall not be done during periods of high or gusty winds which, in the judgment of the Owner Representative, might prevent accurate sag measurements.

Suspension Attachment. Within 48 hours after all conductors in a line section have been sagged in with the acceptance of the Owner Representative, stringing blocks shall be removed and all conductors shall be permanently attached to suspension hardware using ties, armor rods, or Armor Grip Suspension Units as required for the particular conductors' installation. Suspension units shall be installed in accordance with the manufacturer's recommendations.

Conductor attachment shall not be done during the periods of gusty or high winds nor when the temperature is higher than 90 °F or lower than 30 °F except with the specific acceptance of the Owner Representative.
Shorts and Grounds. Temporary shorting and grounding connections shall be installed between all phase conductors and shield wire and the structure grounding system, or structures selected at intervals of not more than one mile. Not less than one set of shorting and grounding connections shall be installed on, each dead-ended section of line.

The Supplier shall advise the Owner Representative in writing of the structure numbers on which the shorting and grounding connections have been installed and the date of their installation.

The shorting and grounding connections shall remain in place until the Owner Representative directs their removal.

In addition to the shorting and grounding safeguard specified, the Supplier shall also provide and maintain all other safety grounding facilities required for pole line installation including equipment and reel grounding.

Grounding equipment used by the Supplier shall be designed and installed so that conductors, conductor accessories, and hardware will not be damaged. As the shorting and grounding connections are removed, the Supplier shall inspect the conductors and conductors' accessories for damage and shall remove any nicks, roughness, or abrasions.

Verification of Phase Rotation. The Supplier is responsible for verifying proper phase rotation prior to connecting secondary lines. If the existing rotation is nonconforming, the Supplier is to notify the Owner Representative.
SPECIAL CONDITIONS

SC-1  **UCNSB STANDARD CONSTRUCTION PRACTICES.** The Supplier shall conform to all Owner Standard Construction Practices as outlined in these construction documents, as interpreted by the Contract Administrator/Inspector/Owner’s Representative.

Owner is willing to evaluate and employ new techniques of construction made possible by the development of new equipment. Any such proposal by Bidders is welcome but is subject to evaluation and approval by Owner prior to the Bid opening.

This request for bid does not commit UCNSB to pay any costs incurred in the preparation and submission of the bid or to pay any other costs incurred prior to the award.

The Supplier shall be licensed as required by the city, county, state or Federal government to perform the work requested by UCNSB. A copy of all appropriate licenses shall be submitted with the bid proposal in Tab 2.

All of the supplier’s vehicles must have the company logo clearly visible somewhere on its body.

**SC-2. PICTURES.** Supplier, at Supplier’s expense, is required to take “before” pictures of any obvious property damage and any other pictures deemed necessary by the Owner Representative to prevent claims against the Supplier or Owner. He shall also take “after” pictures of same site for comparison. Pictures shall become the property of Owner. The use of a digital camera or a video camera is preferred.

**SC-3. ISSUE OF MATERIALS.** All materials will be issued to the Supplier from the UCNSB warehouses located, 1151 Field Street, New Smyrna Beach, Florida 32168. Items may be picked between 7:00 a.m. and 3:00 p.m., Monday through Friday. All other hours and holidays are excluded unless previous arrangements have been made with the UCNSB supplier project manager. All items will be issued by work order number, and the Supplier’s personnel will acknowledge receipt of the items by their signature on the Stores Issue Ticket. The supplier shall be responsible for loading all materials, and the Supplier will transport all items to the construction site. Requests for materials requisitioned shall be turned in to the warehouse 24 hours before the material is needed.

All materials removed from service will be returned by work order number to the UCNSB warehouse. The Supplier will be responsible for unloading all returned materials and equipment at designated location. All salvaged material shall be broken down by the Supplier to the smallest unit possible and returned to the warehouse where new material was received for that project.

Upon the completion of the project and acceptance by the Owner, all unused material supplied by the Owner shall be returned to the warehouse the material was originally received. All material for the project shall be obtained by the Supplier at the start of work on the project, where practical.
The Supplier shall receive and be responsible for proper storage and safeguarding of any material furnished by the Owner and the Supplier shall reimburse the Owner for any losses from stolen, damaged, vandalized, or misplaced materials. It is recognized that damage may occur to material due to the nature of the work. The Owner will determine those allowances.

SC-4. **RE-CAP.** The supplier must be able to, at Owners’ request, provide a suitable inventory or re-cap of material issued to and installed on this project. Furthermore, the Supplier must reconcile any discrepancies.

SC-5. **HOURS OF WORK.** Normal working hours for construction crews shall be established on the basis of working five (5) days per week, single shift, eight (8) hours per day. Supplier’s schedule will be coordinated with and approved by the Owner Representative. The supplier shall not be permitted to perform Work outside of the normal working hours without prior approval of the UCNSB Representative or his written designee. However, emergency work may be done without prior consent.

Overtime scheduled by the Supplier for their convenience will not entitle them to additional compensation.

SC-6. **WORK REPORTS.** Upon completion of planned work project, the supplier shall provide a progress report. The report shall contain material removed/installed and status, where applicable. Any changes of location or routing of electric facilities shall be documented and returned to Owner. The report will be used to verify all work performed. The Supplier will not invoice Owner until all Work has been accepted by the Owner Representative. The Supplier shall invoice not more than once a week or less then monthly for all projects completed during that time frame. No partial payments will be made. The format and time frame of the invoicing shall be agreed upon between the Supplier and the Owner’s Project Manager at the beginning of the Contract. No retainage will be withheld during the term of this contract.

SC-7. **SAFETY AND PROTECTION.** The supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Supplier shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:

All employees on the Work, the public, and other persons who may be affected thereby;

All the Work and all materials or equipment to be incorporated therein, whether in storage on or off site and;

Other property at the site or adjacent thereto;

The Supplier must adhere to all applicable OSHA requirements specifically 29 CFR 1910.269 and Standards and UCNSB Safe Work Practices.

Supplier shall comply with OSHA requirements of Competent Person. Copies of current certifications will be supplied to Owner at initiation of contract.
If the Supplier is required to enter manholes or pull boxes where UCNSB electric facilities are installed, the Supplier is required to notify the UCNSB construction office for scheduling an UCNSB stand-by crew. A minimum 48-hour notice must be given.


Supplier shall submit two (2) copies of its safe work practices manual prior to starting work for review and approval of UCNSB’s safety section.

The Supplier shall erect and maintain all necessary safeguards for safety and protection, including posting danger signs, barricades, and other warnings against hazards. The Supplier shall notify owners of adjacent property and utilities when the Work may affect them.

In case of an accident (requiring other than superficial medical treatment, i.e., band aids, etc.) on the Project, a report shall be prepared by the Supplier and one copy given to the Owner Representative within twenty four (24) hours of the occurrence of the accident. The Supplier shall by means of two-way communication or telephone notify the Owner Representative, Contract Administrator or the UCNSB Field Operations Dispatcher as soon as any electrical contact has occurred or at any time that immediate medical assistance is required.

Owner may shut down the Work if, in the opinion of the Owner Representative, or the UCNSB Inspector the Work is being performed in a hazardous and dangerous manner. Work shall not proceed until Supplier notifies the Owner’s Contract Representative and they agree on how to proceed and conduct the Work in a safe manner.

In case of severe weather warnings, the Supplier shall take every precaution to minimize danger to persons, property and loss of service. The cost of such measures shall be borne by the Supplier.

**SC-8. PROTECTION OF PROPERTY.** The Supplier shall be responsible for the protection and safekeeping of all the existing facilities such as buildings, lawns, landscaping, pavements, etc., both public and private, which will be encountered within the scope of the Work. At all times, the Supplier shall cooperate with the owners of facilities on, over, or under the route of the project by arranging and performing his Work in and around such so as to facilitate their preservation, relocation, and/or reconstruction. The Supplier shall be responsible for the full restoration or replacement in the event of damage caused by the Supplier.

The Supplier shall be responsible for any encroachments on rights of way or property of the public or adjoining property owners and shall hold Owner harmless because of any encroachments which may result because of his improper layout. In this regard, he shall, without extra cost to Owner, remove any Work or that portion of any Work that encroaches on the property of others, or that is built beyond legal building or setback.
limits, and he shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract documents.

The property owner will be notified the same day of property damage. The Supplier shall notify the Owner Representative or Administrator by two-way communication as soon as any damages occur. The Supplier will provide to the customer, in a written form, the name and phone number of Supplier’s representative who will handle the claim. A copy of this form will be forwarded through the Owner’s inspector to the Owner Contract Administrator.

When in the course of work under this contract, the Supplier causes physical damage to the property of any property owner, i.e., private, commercial, City, State, or Federal, he shall be responsible (at Supplier’s expense) for a speedy repair of all such damage at no cost to Owner. If within seven (7) working days (including the day for notification) repairs have not been made to owners’ satisfaction, Owner reserves the right to repair or have repaired all damages and deduct any costs from any outstanding or subsequent invoices, incurred by Owner to accomplish correction, including but not limited to administrative costs.

Where telephone, and/or cable TV, and/or traffic signal facilities exist in the same area as the electric line, the Supplier shall protect these telephones, and/or cable TV, and/or traffic signal facilities from any possible damage. Other utilities, such as gas, sewer, and water shall be protected by the Supplier, and the Supplier shall save the Owner harmless from the consequences of any action of the Supplier or Subcontractor that may damage such other utilities.

**SC-09. DAMAGE TO THE WORK (INCLUDING MATERIALS PROVIDED BY THE OWNER).** The Supplier shall be solely responsible for each individual job (including materials furnished by the Owner) until final acceptance by the Owner. The Supplier shall take all necessary precautions against damage to the work from the elements or any other causes whatsoever. The Supplier shall rebuild, repair, restore or make good, without charge to the Owner for damages to any portion of the materials and work before its completion and acceptance. Major storms may be allowed as an exception to this requirement at the Owner's sole discretion.

**SC-10. INTERFERENCE WITH AND PROTECTION OF STREETS.** The supplier will not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street or private way shall be rendered unsafe by Supplier's operations, Supplier shall immediately make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic.

The Supplier will maintain streets, roads, private ways, and walks in a passable condition at Supplier's expense. The Supplier will assume full responsibility for the adequacy and safety of provisions made.

The Supplier will notify and secure appropriate permits as required from the City of New Smyrna Beach, Volusia County, and Florida Department of Transportation, if the closure or partial closure of a street is necessary. The Supplier will notify Owner of all requests
for street closures. The Supplier will be responsible for maintaining proper coordination with the proper authorities.

Any costs associated with traffic control devices shall be included in the unit prices of the Bid Proposal Schedules.

SC-11. LOCATION OF UTILITIES. The Supplier shall determine the location of existing facilities of every type, below, on, or above the ground, which may interfere with the Work.

The Supplier is responsible for pre-checking job sites and is responsible for having all underground facilities located. Locating agencies require forty-eight (48) hours’ notice (minimum). Call Sunshine State One Call of Florida, Inc., Tel. 1-800-432-4770, for locating of underground facilities.

The Supplier is responsible for notifying the appropriate city and county offices or any other entities, before commencement of work, in accordance with the terms of the permit and all applicable laws and regulations.

SC-12. PRESERVATION OF MONUMENTS AND STAKES. The Supplier shall carefully preserve all monuments, bench marks, reference points, and property stakes. The Supplier will be charged with the expense of replacement of any such items destroyed and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench marks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Supplier shall furnish materials and assistance for the proper replacement of such monuments or bench marks. This work shall be performed by a land surveyor registered in the State of Florida or under their immediate direction.

SC-13. OUTAGES. All customer outages shall be held to a minimum. It is realized that certain outages will have to be taken on the electric distribution system. The time of the outages will be worked out by the Supplier in agreement with the customer. Dispatch must be notified immediately prior to and upon completion of scheduled outages.

Where inclement weather may “catch” the Supplier, he shall be expected to continue work as previously scheduled, to reestablish customers’ service. Outages must be scheduled at the customer’s convenience.

No additional payment shall be made because unforeseen circumstances affected the Supplier’s work plan.

For scheduled outages, the Owner Representative and all affected customers will be given a 24-hour advance notice, by the Supplier, when a customer outage is required. (Supplier will use door hangers to notify customers two (2) days before start of work on customers’ premises.)

Unscheduled outages, (Supplier caused outages) shall be the sole responsibility of the Supplier to address. The Supplier shall immediately make all necessary repairs and take all necessary actions required to reinstate service whether secondary or primary at no
additional charge to the Owner. The Supplier shall notify the Owner Inspector and Dispatch by radio as soon as an outage has occurred.

SC-14. **SWITCHING.** If circuit switching is required, the Supplier shall coordinate with UCNSB Operations representative forty-eight (48) hours prior to any scheduled switching. Switching requires coordination and SHALL NOT BE UNDERTAKEN WITHOUT DIRECT INVOLVEMENT BY THE PROJECT MANAGER.

SC-15. **FAILED EQUIPMENT ON JOB SITE (NEW).** If at any time a piece of material or equipment supplied by Owner fails, the Supplier shall notify the Owner Representative by phone or radio and that piece of material or equipment will be delivered to the job in an expeditious manner so as not to delay the Supplier from completing his work.

SC-16. **ACCEPTANCE TEST.** Upon completion, the entire work shall be inspected by the Owner Representative and, if required, any adjustments shall be made to his/her satisfaction and at no additional cost to the Owner.

SC-17. **DAILY CLEANUP.** The Supplier, without charge, shall clean all work areas each day of all trash and waste materials and shall maintain all work sites in a neat and orderly condition throughout the contract tenure.

The Commission shall have the right to determine what are waste material or rubbish and the manner and place of disposal. Excess and unusable soil shall be hauled away by the Supplier. Costs for hauling excess soil shall be included in the “unit price” the Commission reserves the right to pick the disposal point. Cost for hauling unsuitable soil shall be paid by the Commission upon prior written approval. However, the Commission reserves the right to determine what is unsuitable and excess soil.

**MISCELLANEOUS:**

1. The Contractor at the request of UCNSB shall replace any person from his or her own workforce or their subcontractor’s workforce for any reason or no reason that in the judgment of UCNSB may be deemed undesirable. A request of this nature will be handled by the UCNSB project coordinator informing the Contractor’s Project Manager verbally or in writing. However, UCNSB does reserve the right to immediately remove from the site any person felt to be an immediate safety risk.

2. All materials supplied by the contractor must meet UCNSB specifications. The contractor may substitute materials with prior UCNSB approval. UCNSB reserves the right to reject any substitutions submitted.

3. Materials quality and project workmanship will be to the satisfaction of UCNSB, as determined by the UCNSB Inspector or designated representative.

4. **Suspension of Work and Termination**
   a. Upon the occurrence of any of the following events:
b. If the contractor persistently fails to perform the working accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable materials or equipment or failure to adhere to response time).

c. If the contractor disregards laws or regulations of any public body having jurisdiction.

d. If the contractor disregards the authority of the UCNSB representative/inspector.

e. Work is completed, services no longer needed.

If any of these events occur, UCNSB has the right to terminate this contract with 10 days written notice to the contractor.

5 The contractor in the performance of work in this specification shall be responsible for obtaining all necessary permits/Licenses in compliance with all applicable federal, state and municipal statues.

6 All of the contractor’s vehicles must have the company logo clearly visible somewhere on its exterior body.

7 Contractor labor and equipment parking shall be coordinated with UCNSB for approval during all phases of the contract work.

8 All Contractor’s personnel must wear uniforms or other means to identify themselves as employees of the Contractor while in UCNSB’s employ and wear a photo I.D. with employee name, company name and address and telephone number.

9 UCNSB reserves the right to employ a Third Party Inspector. The Third Party Inspector shall have the authority of the Owner to ensure the Contractor’s compliance with the requirements of these specifications.

10 There is to be no communication between the contractors, his employees, subcontractors other representative with any local, state, or federal agencies, as well as the press. All aforementioned communication will be conducted by a Utilities Commission designee. Failure to comply with this specification can result in immediate cancellation of this contract.

11 If subcontractors are to be utilized in this project, their names and references must be included in the initial contract response. Responsibility for the performance of the contract remains with the main contractor exclusively. Subcontracts may be added to this contract during the contract period with PRIOR WRITTEN PERMISSION from UCNSB only.

12 The Contractor will meet weekly (daily for emergency work) with the Owner’s representative or their designee determine the project schedule for the coming week.

13 Quality of workmanship shall be required meet the minimum standards in accordance with the National Electric safety Code and the National Electric Code of Standards.
The undersigned bidder, having read and examined the specifications and documents for the
designated services and understanding the general conditions for contract under which services
will be performed, does hereby propose to furnish all labor, equipment, and material to provide
the services set forth in the Proposal.

The following unit prices shall include all mobilization, equipment, incidental materials, labor,
tools, per diem, demobilization and any other cost incurred necessary to provide these services.
Cost of supplying dirt, filling holes, transporting materials from UCNSB to work site, as well, as
returning excess UCNSB materials to UCNSB warehouse shall be included.

THE FOLLOWING BID FORM MUST BE UTILIZED IN RESPONSE TO THIS
INVITATION TO BID. IF ANY OTHER FORMAT IS USED YOUR BID WILL BE
DEEMED UNRESPONSIVE.

<table>
<thead>
<tr>
<th>Personnel Class</th>
<th>Regular Hourly Rate</th>
<th>OT Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Crew Leader</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Lineman</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Apprentice Lineman</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Groundsman</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment:</th>
<th>Regular Hourly Rate</th>
<th>OT Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bucket Trucks (up to − 100”)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Line Truck – Diggers</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pole Trailers</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Flat Trailers</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trac Vehicles</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Wire Trailers</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pick up Truck</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Wire Pulling Machine</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Please list any other equipment and associated costs on a separate sheet.
BID FORM

The Utilities Commission reserves the right to waive informalities in any bid, to reject any and all bids in whole or in part, with or without cause, and/or accept the bid or portions thereof that are in the best interest of the Utilities Commission. The prices are valid for Ninety (90) days from the date of bid opening unless specified otherwise. Bids will be evaluated on price, availability of contractor to meet needs of UCNSB with best references and potential cost saving alternatives.

Submitted By:
Name of Company: ________________________________ Please Print

Name & Title: ______________________________________ Please Print

Signature: ______________________________________

Telephone No. _________________ Facsimile No. _________________

E-Mail: ___________________________________________________
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: ___________________________