

**UTILITIES COMMISSION
City of New Smyrna Beach, Florida
Request for Quotation
20-193**

WE HEREBY INVITE YOUR COMPANY TO SUBMIT A FORMAL QUOTATION FOR FIRE HYDRANT TESTING AND REFURBISHMENT FOR THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, PER THE ATTACHED SPECIFICATIONS.

SUBMIT COPIES OF YOUR QUOTES BY **MAIL, E-MAIL OR HAND DELIVERING TO:**

Utilities Commission
City of New Smyrna Beach
Attn: Caleb Fisher
Purchasing Agent
(386) 424-3045
cfisher@ucnsb.org

MAILING ADDRESS:
200 Canal Street
New Smyrna Beach, FL 32168

WALK IN DELIVERY ADDRESS:
200 Canal Street
New Smyrna Beach, FL 32168

QUOTATIONS DUE PRIOR TO: Friday January 24, 2020 at 2:30 P.M.

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SCHEDULE

Distribution of the Request for Quotation December 20, 2019

Questions Due 5:00PM January 7, 2020

Addendum Issued 5:00PM January 10, 2020

RFQ Return Deadline by 2:30PM
Location: UCNSB Finance Office
200 Canal St. New Smyrna Beach
FL, 32168

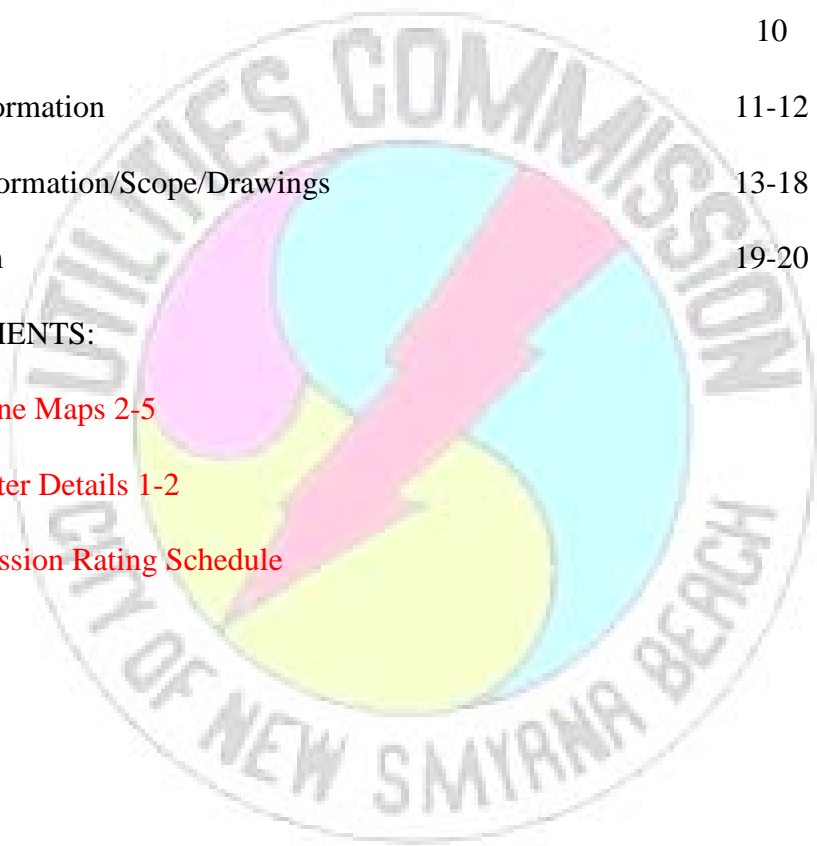
January 24, 2020



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GENERAL INSTRUCTIONS AND CONDITIONS

1. The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
2. The term **VENDOR** used herein refers to the dealer/manufacturer or business organization submitting a bid to the **COMMISSION** in response to this solicitation.
3. **VENDORS** 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.
4. No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.
5. The **VENDOR** 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.
6. The **VENDOR** 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.
7. The **VENDOR** 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.
8. A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
9. 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.
10. 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. Written amounts shall take precedence over numerical amounts.
11. **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.
12. Quotes shall be **addressed and mailed or delivered as specified on page 1.**
13. The **Commission** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
14. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not

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delivered. On all such purchases, the contractor shall reimburse the **Utilities 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 **Utilities Commission** may be withheld until reimbursement is received.

15. 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 not charge to the Utilities Commission. The **UTILITIES COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.
16. 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.
17. **INDEPENDENT CONTRACTORS:** Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of Commission in any respect.
18. **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.

| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|--|---|
| (a) Worker's Compensation | Statutory requirements at location of work |
| Employer's Liability | \$ 100,000 Each occurrence \$ 300,000 Disease, aggregate \$ 100,000 Disease, each employee |
| (b) General Liability | \$1,000,000 General Aggregate \$1,000,000 Products – Comp Ops Agg \$ 500,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expense |
| (c) Automobile Liability (owned, hired and non-owned) | \$1,000,000 Combined Single Limit |
| Option of Split Limits: | |
| (1.) Bodily Injury | \$ 500,000 Per Person \$1,000,000 Per Accident |
| (2.) Property Damage | \$ 500,000 |

Coverage shall apply to the indemnity agreement and shall include the UTILITIES COMMISSION their officers and employees, each as additional insured but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish Commission with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to Commission prior to cancellation thereof.

Commission is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.

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None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Commission.

Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the Commission.

19. 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.

20. 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 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.

21. LAWS, REGULATIONS, PERMITS AND TAXES: Contractor shall comply with Commission's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections

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required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

22. **WORK RULES, SECURITY:** For work performed on Commission premises, Contractor shall strictly observe Commission work rules and security requirements. All work shall be carried out during normal Commission working hours unless specifically agreed to in writing by Commission. Contractor shall, at Commission's request remove from site any employee whom Commission deems to be incompetent, dishonest or uncooperative.

23. **CHANGES:** Commission may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such change causes 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.

24. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. Commission may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, Commission may withhold any payment until Contractor has furnished such evidence of payment and release.

25. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Commission shall be voided.

26. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

27. **SUSPENSION OF WORK AND TERMINATION**

Utilities Commission May Suspend Work - The Utilities Commission may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

Utilities Commission May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without Utilities Commission approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the Utilities Commission may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Utilities Commission. Such cost incurred by the Utilities Commission will be determined by the Utilities Commission and incorporated in a Change Order.

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Where the Contractor's services have been so terminated by the Utilities Commission, said termination shall not affect any rights of the Utilities Commission against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Utilities Commission due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the Utilities Commission. In such event the Contractor may recover from the Utilities Commission payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the Utilities Commission may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the Utilities Commission may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the Utilities Commission shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the Utilities Commission selects, and prosecute the Work to completion by contract or as the Utilities Commission may deem expedient.

28. MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The Utilities Commission and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Utilities Commission deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The Utilities Commission during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

29. 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 Utilities 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.

30. Employee Conflict of Interest- It shall be unethical for any Utilities Commission employee to participate directly or indirectly in a procurement contract when the Utilities Commission employee knows that:

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

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

A Utilities Commission employee or any member of a Utilities 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.

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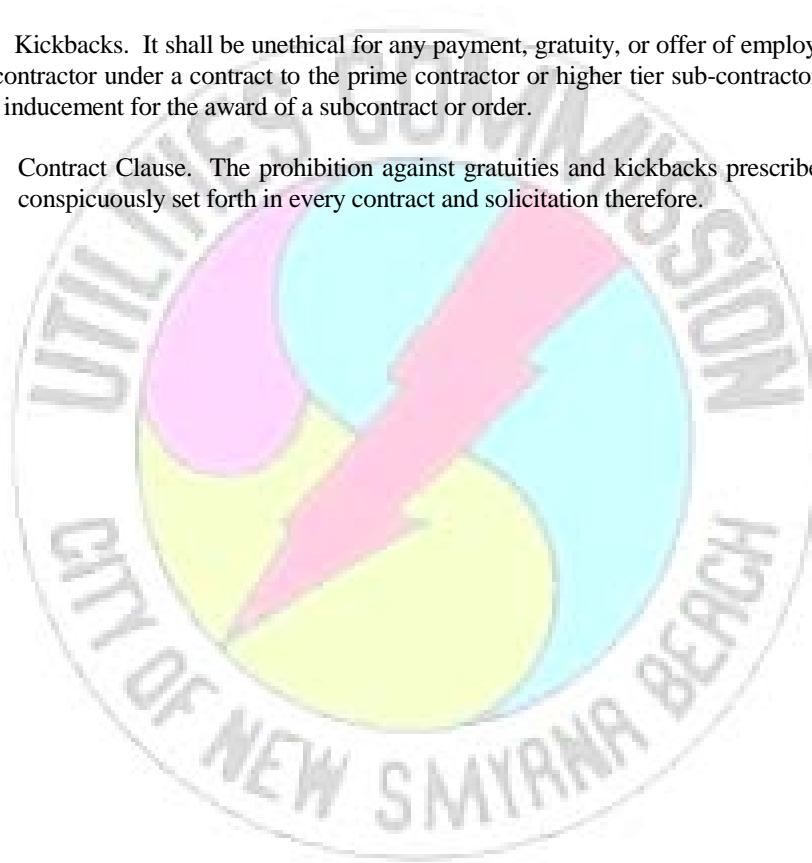
31. **Gratuities and Kickbacks.**

(1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any Utilities Commission employee or former Utilities Commission employee, or for any Utilities Commission employee or former Utilities 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 Utilities

The 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.



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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: _____

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VENDOR INFORMATION

In addition to General Conditions, your quote may be disqualified if the following vendor information is not returned with your quote.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number or Social Security Number: _____

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

Firm Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____ Web Address: _____

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

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

Firm Name: _____

Mailing Address: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

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|--|---|--|--|---|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|---|--|--|--|--|--|--|--|
| Part I Taxpayer Identification Number (TIN) | Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table style="margin: auto; border: 1px solid black;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="4" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> | | | | | | | | | | | | | | | - | | | | - | | | | | | | |
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| 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)

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 - 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.

UTILITIES COMMISSION
City of New Smyrna Beach, Florida
Request for Quotation
20-193

GENERAL INFORMATION:

The Utilities Commission, City of New Smyrna Beach, Florida ("COMMISSION") is seeking a quote from a Certified Underground Utility and Excavation Contractor Licensed in the State of Florida to perform Hydrant Testing, Inspections and Maintenance for the Utilities Commission, City of New Smyrna Beach. This is an Annual Contract with a Term of one (1) Year with three (3) annual renewal options.

The fire hydrants within our service area in need of inspection and testing have been broken down into four (4) zones: Hydrant Zone 2, Hydrant Zone 3, Hydrant Zone 4, and Hydrant Zone 5.

The Work is generally described as follows:

1. Perform Hydrant Flow testing and prepare report in accordance with the AWWA, M-17, Chapter 6.
2. Submit Inspection reports to the COMMISSION'S director of engineering, director of water resources and to the City of New Smyrna Beach's fire marshal or other designated officer(s).
3. In conjunction with Section 2, Inspection Reports, Vendors shall perform Painting and Minor Maintenance of Fire Hydrants in accordance with AWWA, M-17, Chapter 5.
4. Make recommendations of Major Maintenance or Replacement of Fire Hydrants as assessed by the COMMISSION'S director of engineering.

Detailed Description of Work:

1. Perform Hydrant Flow testing and prepare report in accordance with the AWWA, M-17, Chapter 6
 - a. No more than two (2) crews shall flow test at a time and shall perform testing in different sections of the Service Territory, (i.e. pump stations).
 - i. Prior to performing flow tests, Contractor shall contact the UCNSB's Water Treatment Plant (GWTP) to notify the plant operators of the location of each test.
 - b. Submittal of flow tests shall be made to the UCNSB Engineering Department's Director, Water Resources Department's Director and to the City of New Smyrna Beach's Fire Marshal or other designated officer(s). Submittals at a minimum shall include: (*Vendors shall submit a sample of their Flow Test report forms for evaluation*)
 - i. Electronic (PDF) and Hard copies.
 - ii. Fire Hydrant Number ("FH#")
 - iii. Manufacturer of FH
 - iv. Fire hydrant nozzle size used for each test.

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- v. Pitot reading in (PSI)
- vi. Residual Pressure (in PSI) and location (FH #) of reading (Vendor shall notify the UCNSB if Residual pressure readings are below 20 PSI).
- vii. Static Pressure (PSI) and location (FH #) of reading.
- viii. Flow rate in gallons per minute (gpm).
 - 1. The amount of time it takes to flush each fire hydrant. (minutes)
 - 2. The Total volume of water (gallons)
- ix. The date tested.
- x. Names and Certifications of the AWWA certified technicians operating the fire hydrants.
- xi. Vendor shall use Flush elbows or diffusers.
 - 1. Directed away from
 - a. Buildings
 - b. Ornamental vegetation
 - c. Hardscape
 - d. Landscape
 - e. Private property
- c. Flow testing will be coordinated with the UCNSB's Water Resources Department(s)
 - i. Field Operations
 - ii. Glencoe Water Treatment Plant
- d. Whenever operating hydrant valves, the Vendor shall open and close the valves at a speed suitable to the UCNSB's Water Resources Department. (E.g. slowly) If Vendor causes water hammer on the distribution system, Vendor will be responsible for fees and costs for repair to the system.
- e. Areas where the Fire Hydrants are connected to Asbestos Cement pipe shall be operated with additional care

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2. Inspection Reports

- a. Submit Inspection reports to the UCNSB Engineering Department’s Director, Water Resources Department’s Director and to the City of New Smyrna Beach’s Fire Marshal or other designated officer(s). Reports shall include the following: (*Vendors shall submit a sample Inspection Report for evaluation, (spreadsheet preferred)*)
 - i. The FH number
 - ii. Date of Inspections
 - iii. Name of Inspector(s)
 - iv. The X and Y coordinates of the FY. Coordinates must be in GIS Shape Files with sub 5’ accuracy in
 1. Projected Coordinate System: NAD 1983 HARN State Plane Florida East FIPS 0901 Feet
 2. Geographic Coordinate System: GCS North American 1983 HARN
 - v. The X and Y coordinates of the FY isolation valve. Coordinates must be in GIS Shape Files with sub 5’ accuracy in
 1. Projected Coordinate System: NAD 1983 HARN State Plane Florida East FIPS 0901 Feet
 2. Geographic Coordinate System: GCS North American 1983 HARN
 - vi. The make, model, nozzle size and year of hydrant manufacture.
 - vii. Condition of the FH. Ranked 1 through 5, 5 being “like new”.
 - viii. Proximity of the FH to the closest lane line (or edge of pavement if no lane line is present).
 1. Alert if closer than 4 feet
 2. List any existing protections (e.g. bollards)
 3. Recommend any proposed protections
 - ix. Document any operational deficiencies and /or miscellaneous findings.
 - x. The maintenance performed (See Scope Section 3 for Painting and Minor Maintenance requirements)
 - xi. If hydrants are in need of replacement, inspection report will state clearly the specific defect and need. Contractor will install as part of the inspection an “Out of Service Hydrant Disk” (Pollard water or equal) (See Section 4, Major Maintenance and Replacement of Fire Hydrants)

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1. Contractor shall notify the UCNSB's Field Operations Department immediately (386-424-3188)
2. UCNSB will schedule replacement after invoicing to City and remittance of payment by City.
3. In conjunction with Section 2, Inspection Reports, Vendors shall perform Painting and Minor Maintenance of Fire Hydrants in accordance with AWWA, M-17, Chapter 5, to include:
 - a. Before and after photos
 - b. Ensure that all caps are in place.
 - i. Provide and replace missing caps.
 - c. Notice of broken or inoperable valves.
 - d. Check the FH nozzle height for correct ground clearance (nozzle between 18 and 24 inches of final grade)
 - e. Lubricate operating nut (if appropriate for Hydrant Make/Model) and all nozzle outlets with non-corrosive FDA approved lubricant.
 - f. Open Hydrant with nozzle caps in place to check for seal leakage.
 - g. Verify that hydrant main bottom valve completely closes.
 - h. Flush the hydrant for a minimum of five (5) minutes. Additional flush time may be required to obtain clear water. Record working pressure, calculate flow rate, and estimate gallons flushed.
 - i. Close FH completely. Back off the opening nut (1/4 turns) to take the pressure off the packing.
 - j. Remove all outlet nozzle caps, clean the threads, and check the condition of the gaskets. Provide and replace the gaskets as required and lubricate the threads. Note any difficulty in operating caps.
 - k. Confirm that each nozzle chain operates and moves freely.
 - l. Record the Static Pressure and re-attach all nozzles.
 - m. Removal of weed or wild plant growth meeting detail dimensions.
 - n. Notice to fire marshal and homeowners of intent to remove ornamental plant growth, or other obstructions within the clear operating range.
 - o. Installation or Replacement of the blue reflective pavement marker in pavement perpendicular to FH.

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- p. Removal of loose paint. (Contractor to submit with proposal, method of paint removal and to what degree)
 - q. New paint of body and bonnet
 - i. Paint the body and bonnet of each FH with Coronado Paint, Rust Scat Polyurethane Enamel, 151 OSHA Yellow or approve equal. Minimum of two (2) coats. A primer may be used for the first coat.
 - ii. Bonnet color will be color-coded based on flow test in accordance with the below table.

| | |
|------------------------|-----------------|
| 1. 1500 gpm or greater | 137 OSHA Blue |
| 2. 1000 gpm – 1500 gpm | 149 OSHA Green |
| 3. 500 gpm – 1000 gpm | 139 OSHA Orange |
| 4. Less than 500 gpm | 136 OSHA Red |
 - r. Install or replace a FH ID tag. Shall include FH #. Tags shall be Pollard Water Small Brass Tags with FH # stamped from the Manufacture (item P69243) (or Equal).
 - s. Locate and assess each Valve
 - i. Raise Valve Box to grade.
 - ii. Align valve box to vertical, centered position
 - iii. Remove debris from valve and valve box
 - iv. Paint Valve Box blue (per specifications above)
 - v. Verify a “V” mark for valve in curb or pavement
 - 1. Sawcut “V” if missing
 - 2. Paint “V” marker
 - vi. Provide and install valve box if missing.
4. Major Maintenance and Replacement of Fire Hydrants
- a. Shall be considered on a case-by-case basis. UCNSB and City to agree upon priority of replacement and Major Maintenance.
 - b. Additional permits may be required for work in the City’s Right of way.
 - c. The Vendor must submit a unit cost for fire hydrant replacement along with a shop drawing of the materials (e.g. hydrant, valve, restraints). The Unit cost per hydrant

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must include materials, installation, tools, labor, equipment, insurance, and supervision to complete removal and installation of new replacement hydrants.

Contractor shall provide insurance, materials, tools, labor, equipment and supervision to perform all work necessary to complete this scope of work. Contractor shall reference plans and specifications attached for further detail.

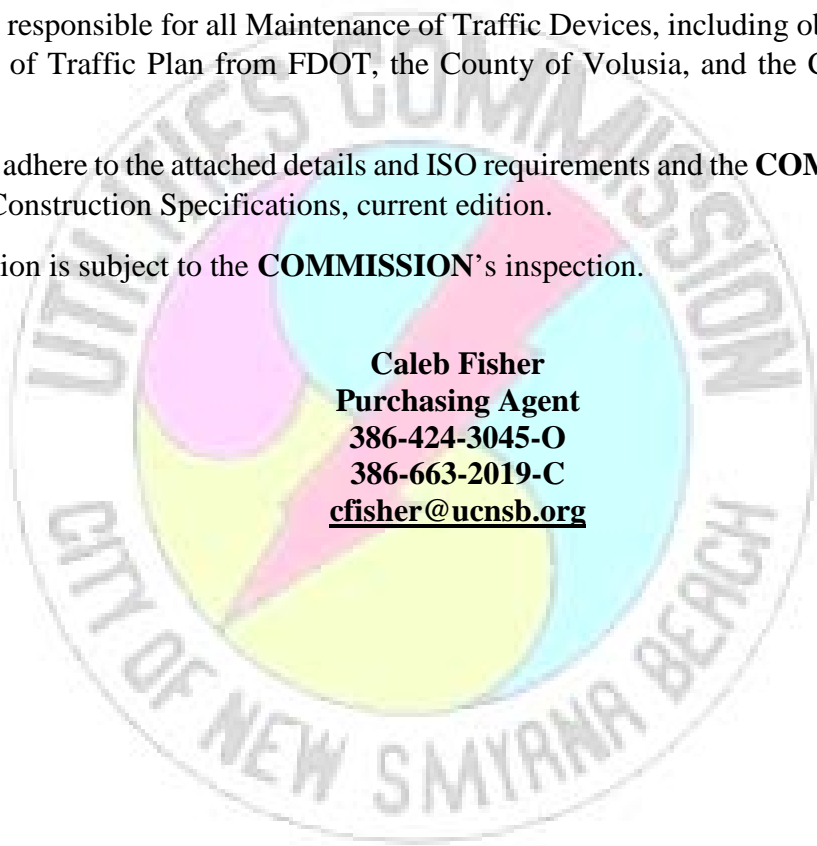
Contractor shall submit warranties and a construction schedule with bid submittal.

The **COMMISSION** will pay for completed tests and inspections reports only.

Contractor is responsible for all Maintenance of Traffic Devices, including obtaining an approved Maintenance of Traffic Plan from FDOT, the County of Volusia, and the City of New Smyrna Beach.

Testing shall adhere to the attached details and ISO requirements and the **COMMISSION**'s Rules, Design and Construction Specifications, current edition.

All construction is subject to the **COMMISSION**'s inspection.



Caleb Fisher
Purchasing Agent
386-424-3045-O
386-663-2019-C
cfisher@ucnsb.org

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The COMMISSION reserves the right to waive informalities in any bid, to reject any and all bids in whole or part, with or without cause, and/or accept the bids or portions thereof that in its judgment will be for the best interest of the COMMISSION.

VENDOR NAME _____

| Item No. | Description | Unit | Unit Price |
|----------|-----------------------------|------|-------------|
| 1 | | | |
| | Mobilization/Demobilization | LS | \$ 2,500.00 |
| 2 | | | |
| | Flow Testing Fire Hydrants | EA | \$ |
| 3 | | | |
| | Inspection Report (See 2.a) | EA | \$ |
| 4 | | | |
| | Minor Maintenance | EA | \$ |
| 5 | | | |
| | Color Coded Painting | EA | \$ |

The COMMISSION's Annual not to exceed budget for this project is \$70,000.00.

The BIDDER agrees to limit Line Item 1 to \$2,500.00.

The Bid will be awarded to the BIDDER with the combination of unit prices for line items 2, 3, 4, and 5 that the COMMISSION deems will provide completion of the most hydrants possible.

Insert Contractor & Manufacturer warranties and Qualification documents after this page.

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The Utilities Commission reserves the right to waive informalities in any quotation, to reject any and all quotations in whole or in part, with or without cause, and/or accept the quotations or portions thereof that in its judgment will be in the best interest of the Utilities Commission. The quotation shall be valid for award within sixty (90) days from the date of opening unless specified otherwise.

Submitted By:

Name of Company: _____ Please Print

Name & Title: _____ Please Print

Signature: _____

Telephone No. _____ **Facsimile No.** _____

E-Mail: _____

