

Date: 11/17/2023

BID FOR GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWEMENT CENTER

BID ID-ITB-FMGT-240013-GD-0-2024/GD

BIDDER: BIG SHERM LAWN SERVICE/JASPER D SHERMAN



BID COVER PAGE
INVITATION TO BID – FMGT-240013-GD

**GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWERMENT CENTER**

PROJECT SUMMARY:

The City of Gainesville, Florida is seeking Ground Maintenance Services - all supervision, labor, equipment and materials – for GRACE Marketplace located at 3055 NE 28th Drive Gainesville, Florida.

PROJECT SCHEDULE:

The anticipated time table for this ITB and contract approval is as follows, (all times are EDT):

ACTIVITY	DAY	TENTATIVE DATE	TIME	LOCATION
ITB on DemandStar	Thur	10/19/23	8:00am EDT	Cone of Silence Commences
Mandatory Pre-Bid Meeting	Mon	10/30/23	8:30am EDT	3055 NE 28 Dr, Gainesville
Deadline for Receipt of Vendor Questions	Fri	11/03/23	3:00pm EDT	Email
Deadline for Receipt of Proposals	Fri	11/10/23	3:00pm EST	Demandstar
Recommendation of Award	Tue	11/14/23		
5-Day Protest Period Posting		11/15-11/21		
Award	Wed	11/22/23		Cone of Silence Ends

All dates are subject to change. Respondents will be notified via Addendum in DemandStar.com in event of any schedule changes.

MANDATORY PRE-BID MEETING

DATE/TIME: Monday, October 30, 8:30am EDT

LOCATION: 3055 NE 28 Dr, Gainesville, FL

All questions relating to this solicitation must be directed to: Gayle Dykeman, Procurement Specialist 3:
dykemangb@gainesvillefl.gov

PART 1 – INVITATION TO BID INFORMATION

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

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

BID COVER PAGE.....	1
PART 1 – INVITATION TO BID INFORMATION.....	2
PART 2 – SCOPE OF WORK/SPECIFICATIONS.....	5
PART 3 – HOW TO SUBMIT A BID.....	7
PART 4 – INTENTIONALLY OMITTED.....	10
PART 5 – AWARD.....	11
PART 6 – GENERAL INFORMATION.....	13
PART 7 – SAMPLE CONTRACT.....	17
PART 8 – EXHIBITS AND REQUIRED FORMS.....	26
PART 9 – NO RESPONSE SURVEY.....	32

NOTE: The terms “bidder” and “proposer” are used interchangeably throughout this document.

1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. When registering, select “City of Gainesville – Procurement Division” as the agency of choice, so that there will be no charge for viewing and submitting bids to the City.

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

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

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

NOTE: For a bidder's attendance of a mandatory pre-bid meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-bid meeting also includes a required site visit, then bidder must sign in, both at the pre-bid meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

NOTE: Failure to attend a Mandatory Pre-bid meeting will result in disqualification of your proposal.

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

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement

Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

1.3 PROHIBITION OF LOBBYING

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

1.4 CONE OF SILENCE

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

The Cone of Silence is the period between the issue date of the ITB, to the time the City Officials and Employee awards the contract.

1.5 MINIMUM QUALIFICATIONS

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

All Contractors submitting a bid must:

1. Vendor must provide a list of (3) references in which grounds maintenance work has been completed for a governmental/municipal agency or commercial business within the last (3) years. *Use Required Form D for this purpose.*
2. Vendor must demonstrate through their proposal that they have been in the grounds maintenance business for 3 years
3. Must be registered to do business in the State of Florida and up to date on any Business Taxes.
4. Must be a Responsible Bidder as described in 1.6
5. Must be a Responsible Bidder as described in 1.7

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

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

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

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

These criteria consider the bidder's capability to perform:

- a. The ability of the bidder to successfully carry out a proposed contract
- b. Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.

- c. Current litigation pending between the bidder and the City.
- d. Bidder has paid all debts owed to the City.
- e. Bidder possesses all required licenses.

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

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

1.7 RESPONSIVENESS OF BID

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 2 – SCOPE OF WORK/SPECIFICATIONS

2.0 GENERAL DESCRIPTION

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2.1 DETAILED DESCRIPTION OF THE WORK

The term work includes all supervision, labor, equipment and materials for Grounds Maintenance at **GRACE Marketplace** located at **3055 NE 28th Drive** Gainesville, Florida, including the following:

A. Mowing:

Inside fenced area: (See Section A on attached Map B) Mow every seven (7) days (April - September) and every fourteen (14) days (October - March) for a minimum of 39 times per year. Mowing height of cut at each mowing visit should not be less than 3 inches. Each mowing interval shall also include one mower width pass around between the outside of the fence and the wet retention area and one pass around between the perimeter road and the wet retention area. Should inclement weather interfere with this schedule, the contractor must contact Facilities Management with alternate schedule.

Parking lot and right of way entrance: (See Section B on attached Map B, and Section D of Map C) Mow every fourteen (14) days (April - September) and every twenty-eight (28) days (October - March) for a minimum of 18 times per year. Mowing height of cut at each mowing visit should not be less than 3 inches. Should inclement weather interfere with this schedule, the contractor must contact Facilities Management with alternate schedule.

Outer perimeter of property: (See Section C on attached Map B) Mow every thirty (30) days (March - October) for a minimum of 8 times per year. Mowing height of cut at each mowing visit should not be less than 3 inches. Should inclement weather interfere with this schedule, the contractor must contact Facilities Management with alternate schedule.

- B. **Edging:** All sidewalks, curbs, small beds, and seating walls will be edged at the same intervals as mowing for each identified area. Edging schedule must follow mowing schedule.
- C. **Trimming:** Trim all shrubbery using proper, horticulture techniques so that shrubbery remains in proper, healthy shape and appears well maintained. Special considerations need to be taken to preserve the safety of visitors to the Empowerment Center. No shrubs should interfere with automobiles or pedestrian traffic. All trees must be kept pruned to a height of 10' from ground at a minimum.
- D. **Weeding:** Spray with systemic or contact herbicide as needed for weed control. Hand weed when necessary. Beds must be maintained weed free.
- E. **String Trimming:** All areas not accessible by mowers shall be string trimmed. The trimming shall match the mowing height. Scalping of lawn or damage to trees by equipment will be the responsibility of the Contractor. Contractor may be required to repair and/or replace damaged items from string trimming operations. Chemical spraying around obstacles is permissible. Herbicide areas must not be excessive as such to alter the natural appearance of the landscape. Any damage to the landscape from excessive herbicide will be repaired or replaced at the contractor's expense.
- F. **Raking:** Rake and remove leaves and other debris at each site visit to maintain a neat appearance. All areas are to have leaf debris removed from the site. This includes parking areas, lawn areas, landscape beds and all other areas where leaf litter accumulates. This property experiences very heavy accumulations of leaf litter during the fall and winter months. There will be **bi-monthly** visits in conjunction with the mowing operations to control excessive leaf debris. **ALL LEAF DEBRIS MUST BE REMOVED FROM THE JOBSITE WITH EACH VISIT. THERE WILL BE ABSOLUTELY NO LEAF LITTER BLOWN, RAKED OR SWEEPED INTO BED**
- G. **AREAS ON THIS PROPERTY.** It is the contractor's responsibility to remove all leaf debris from the site with each and every visit.

- H. **Sweeping:** Leaves and debris in parking lots shall be picked up by contractor and disposed of offsite during each mowing visit. City will not be responsible for providing a site or mechanism for leaves and debris disposal.
- I. **Trash:** Litter will be disposed of with each site visit. The City will not provide a mechanism for disposal. It is the contractor's responsibility to remove litter from the job site. Litter is defined as bottles, paper, cups, cans, glass and any other material natural or man-made that is not a part of the Gainesville Empowerment Center grounds.
- J. **Irrigation:** The City will be responsible for the upkeep and maintenance of the irrigation system. Contractor will be responsible for any damages caused by its operators or equipment Contractor must notify Nature Operations Division of any damage caused that working day.
- K. **Lawn Pests and Disease:** Contractor must notify Facilities Management within 24 hours after discovering any lawn pests or diseases. Lawns shall be inspected for pests and diseases with each mowing visit.

Upon notification of a problem by the Contractor, the City will usually handle the spraying for lawn pests and disease control unless the City authorizes the Contractor to do otherwise.

2.2 INVOICING AND TIMESHEET DOCUMENTS

Each month, the Contractor is required to submit a monthly invoice to the City of Gainesville – Facility Manager no sooner than the last day of the service month. No invoice will be accepted that does not contain the following information:

1. Contractor's name and contact information
2. City of Gainesville – Facility Management Division project name
3. Purchase order number
4. Invoice number
5. Date
6. Description of services rendered, including date(s) of service
7. Invoice amount

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 3 – HOW TO SUBMIT A BID

3.1 HOW TO SUBMIT A BID

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

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

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

3.2 HOW TO ASSEMBLE YOUR BID

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

- a. Required Form A - Respondent Verification Form
- b. Required Form B - Drug-Free Workplace Form
- c. Required Form C – E-Verify Certification Form
- d. Required Form D - References Form
- e. Required Form E - Pricing Proposal
- f. Respondent's W-9
- g. Copy of any applicable, current licenses and/or certifications required by City/County/ State/Federal
- h. Exceptions to the ITB (refer to Part 4, 4.5 Exception to the ITB)
- i. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties (See 8.11)

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

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

3.3 DISCLOSURE AND CONFIDENTIALITY

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

- a. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:

- b. Request for Trade Secret or Otherwise Confidential and Exempt Information.**

- c. How to Designate Trade Secret or Otherwise Confidential and Exempt Information**

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
- Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.

- GROUNDS MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER | 240013 | 8

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

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

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

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

3.4 ONLY ONE BID

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

3.5 FULLY INFORMED BIDDER

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 4 – INTENTIONALLY OMITTED

PART 5 – AWARD

5.1 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

5.2 TIE BIDS

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

5.3 DRUG-FREE WORKPLACE

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

5.4 CONTRACT

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

5.5 BID PROTEST

Participants in this solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-680 of the Financial Services Procedures Manual.

5.6 ITB POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 6 – GENERAL INFORMATION

6.1 REIMBURSABLES

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

6.2 PURCHASES BY OTHER AGENCIES ("PIGGYBACKING")

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

6.3 DEVIATIONS – CLARIFICATIONS AND EXCEPTIONS

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

6.4 ACCEPTANCE OF TERMS

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

6.5 BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

6.6 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

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

6.7 Small and SERVICE-Disabled veteran Business CERTIFIED BY THE CITY OF GAINESVILLE

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

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

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

6.8 LIVING WAGE REQUIREMENTS

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

Section 2-619. – Living Wage Requirements.

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

1. A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
2. A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
3. Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the Sample Contract (PART 7) under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
4. A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
5. Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The City's current adjusted Living Wage Rates (Wage with Health Benefits OR Wage without Health Benefits) are available here. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

6.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this bid response, bidder agrees that it:

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

6.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

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

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

6.12 TAXES, CHARGES AND FEES

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

6.13 COSTS INCURRED BY BIDDERS

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

6.14 RULES; REGULATIONS; LICENSING REQUIREMENT

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

6.15 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

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

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and

For more information on this policy and requirement, please visit the Office of Equity and Inclusion.

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

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

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 7 – SAMPLE CONTRACT

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

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be five (5) year(s), commencing on **August 1, 2024** and terminating on **July 31, 2028**. The Contract may be not be extended.

2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

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

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

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

4. PARAGRAPH INTENTIONALLY OMITTED

5. COMPENSATION/PAYMENT

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

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

6. INDEMNIFICATION.

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

7. ANTI-DISCRIMINATION.

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

8. INSURANCE: (Check with risk for amount if Professional Liability is applicable)

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

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
---------------------------------	--

Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
--	--

Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage
--------------------------------	--

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

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

9. SOVEREIGN IMMUNITY.

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

10. LIVING WAGE.

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

11. TERMINATION

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

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

12. MULTI-YEAR CONTRACT.

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

13. E-VERIFY.

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

14. INDEPENDENT CONTRACTOR.

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

15. INTELLECTUAL PROPERTY AND WORK PRODUCT.

- A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

16. RECORDS AND RIGHT-TO-AUDIT.

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

17. CONTRACTOR'S INSURANCES.

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

18. WARRANTY.

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

19. PUBLIC RECORDS.

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

20. DISPUTE RESOLUTION

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

21. PARAGRAPH INTENTIONALLY OMITTED

22. APPLICABLE LAW AND VENUE.

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

23. DEFAULT AND REMEDIES.

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

24. NOTICES.

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

CITY:

City of Gainesville

Insert Department Name

Insert

Insert Address

CONTRACTOR:

Insert Contractor's Information

SEVERABILITY.

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

26. INTEGRATION/MERGER

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and

understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

27. MODIFICATION AND WAIVER.

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

28. CAPTIONS AND SECTION HEADINGS.

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

29. ASSIGNMENT OF INTEREST.

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

30. SUCCESSORS AND ASSIGNS.

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

31. THIRD PARTY BENEFICIARIES.

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

32. CONSTRUCTION.

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

33. EXHIBITS.

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

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

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 8 – EXHIBITS AND REQUIRED FORMS

The following documents/forms are included in this section:

EXHIBIT A – MAP A – Parking at Grace Marketplace

EXHIBIT B – MAP B – Areas of Scope of Work

EXHIBIT C – MAP C – NE 28th Avenue

REQUIRED FORM A - Bidder Verification Form

REQUIRED FORM B - Drug-Free Workplace Form

REQUIRED FORM C - E-Verify Certification Form

REQUIRED FORM D - Customer History Form

REQUIRED FORM E - PRICING

EXHIBIT A - MAP A

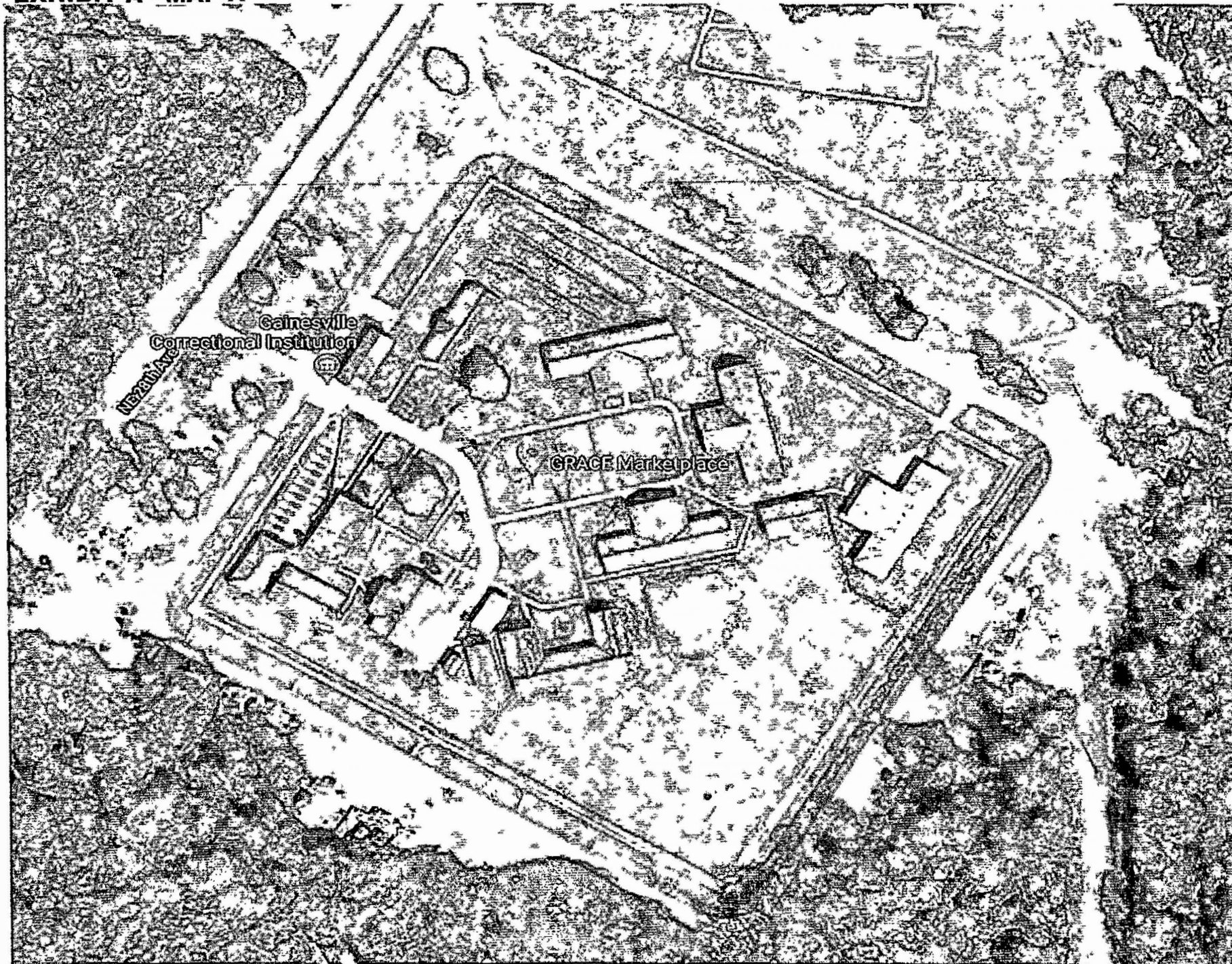


EXHIBIT B - MAP B

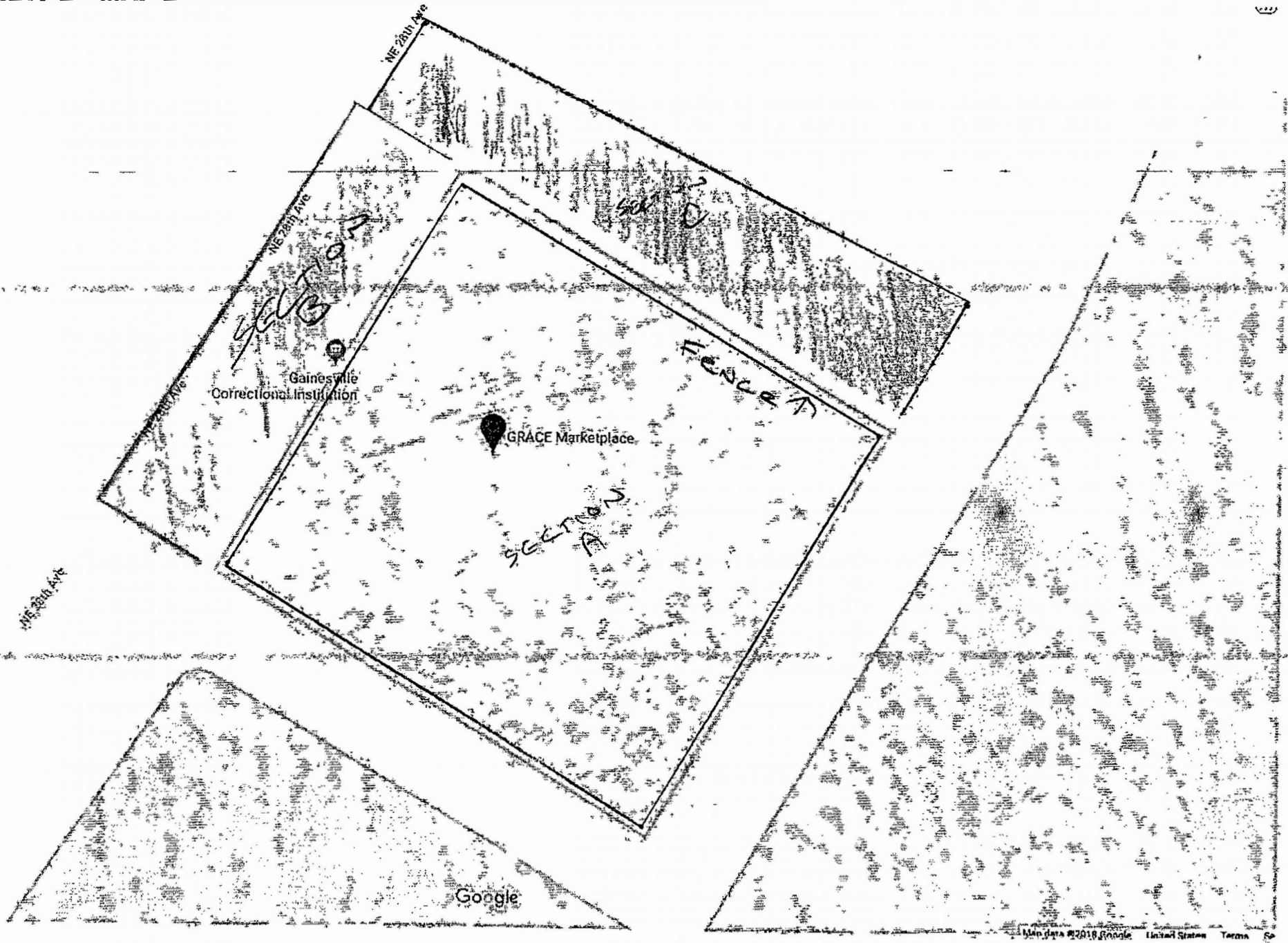
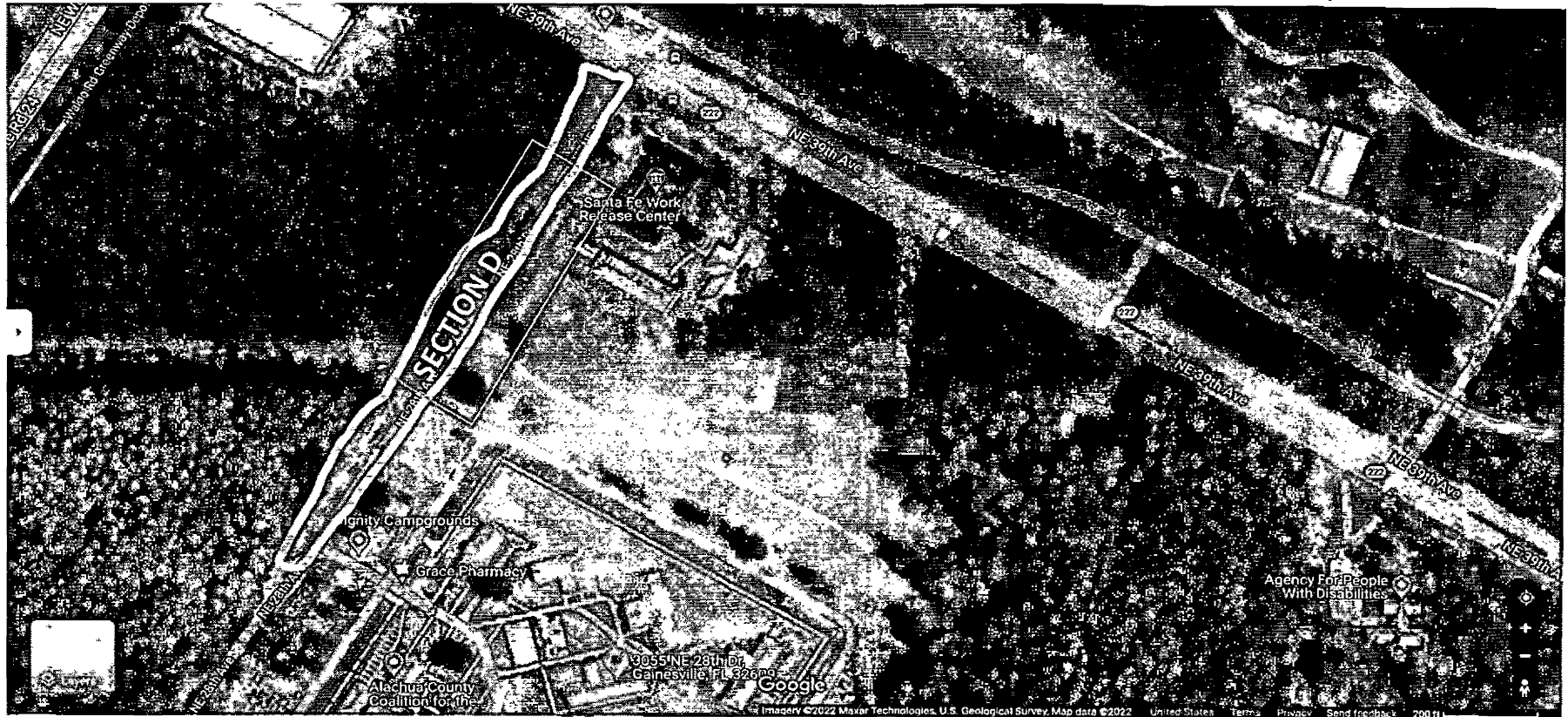


EXHIBIT C

Map C



REQUIRED FORM A

(Page 1 of 2)

RESPONDENT VERIFICATION FORM

ITB# FMGT-240013-GD
GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWERMENT CENTER

1. RESPONDENT CONTACT INFORMATIONLegal Name of Respondent's Company (as reported to IRS): Jasper D ShermanDBA: BIG SHERM LAWN SERVICEAuthorized Representative Name/Title: OWNERE-mail Address: Shermannedra@yahoo.comStreet Address: 2702 NE 10th TerraceCity, State, Zip: Gainesville FL 32609

Mailing Address (if different): _____

City, State, Zip: _____

Telephone: (352) 359-2689

Fax: () _____

2. DECLARATIONS OF DEBT AND DEFAULTa. Respondent is not in arrears to City upon any debt, fee, tax or contract:☒ Respondent is NOT in arrears☐ Respondent IS in arrears

b. Respondent is not a defaulter, as surety or otherwise, upon any obligation to City:

☒ Respondent is NOT in default☐ Respondent IS in default**3. ACKNOWLEDGEMENT OF ADDENDA**

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

ADDENDA ACKNOWLEDGMENT: Prior to submitting this offer, I have verified that all addenda issued to date are considered as part of my offer.

Addenda received (list all) # Addendum No. 1, Addendum No. 2

REQUIRED FORM A

(Page 2 of 2)

4. LOCAL PREFERENCE (Refer to 6.6 for qualifying information)

Local Preference requested:

☒ YES☐ NO

A copy of your *Business Tax Receipt* should be included in your submission if you are requesting Local Preference:

5. QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS

(Refer to 6.7 for qualifying information)

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

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

6. FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 262221749**7. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Respondent registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? ☒ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#G08086900242)

If the answer is "NO", please state reason why:

8. DIVERSITY AND INCLUSION

Does your company have a policy on diversity and inclusion?

☒ YES ☐ NO

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

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

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

☒ Proposal is in full compliance with the Specifications.☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** **SIGNER'S PRINTED NAME:** Jasper D Sherman**DATE:** 11/16/23


REQUIRED FORM B
DRUG-FREE WORKPLACE
GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWERMENT CENTER

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

BIG SHERM LAWN SERVICE does:
Respondent Company Name

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Respondent's Signature
Jasper D Sherman
Signatory's Name (print or type)
11/16/23
Date

**REQUIRED FORM C
E-VERIFY CERTIFICATION FORM
GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWERMENT CENTER**

If awarded:

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

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

Jasper D Sherman / BIG SHERM LAWN SERVICE
Bidder's Name

Ahedra Sherman Secretary - Administrator
Printed Name/Title of Authorized Representative

Ahedra Sherman
Signature of Authorized Representative

11/16/23
Date

REQUIRED FORM D
CUSTOMER HISTORY FORM
GROUNDS MAINTENANCE FOR THE GAINESVILLE
EMPOWERMENT CENTER

NAME OF RESPONDENT: Jasper D Sherman / BIG STEAM LAWN SERVICE

Provide information for three (3) references of similar scope performed within the past three (3) years. You may include photos or other pertinent information. Please verify that the contact information you are providing is current.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): 6/2008 to Present 11/2023

Company Name: Fleet Centralized Garage

Address: 6317 NW 16th Street

City, State Zip: Gainesville FL 32653

Contact Name: Barbara Beck

Phone Number: (352) 393-8264

Fax Number: (352) 393-7985

Email Address: beckbj@cityofgainesville.org

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): 10/2019 to 10/2023

Company Name: Sweetwater Wetland Park / Parks, Recreation and Cultural Affairs

Address: P.O. Box 490

City, State Zip: Gainesville FL 32627

Contact Name: Courtney Rowe

Phone Number: (352) 393-8193

Fax Number: _____

Email Address: rowecm@gainesville.org

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): 11/2021 to Present 11/2023

Company Name: Sweetwater Duck Pond / Public Works

Address: 405 NW 39th Ave

City, State Zip: Gainesville FL 32609

Contact Name: Mr. Mitch Morgan

Phone Number: (352) 393-8114

Fax Number: _____

Email Address: morganmm@gainesville.org

**REQUIRED FORM E
PRICING PAGE**

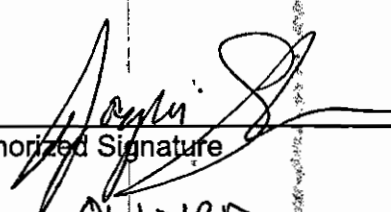
**GROUND MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER
FMGT-240013-GD**

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications and scope of work for a monthly rate of _____ Dollars (\$____).

*See Revised Pricing Page
w/ Addendum No. 1 **

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

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


Authorized Signature

Title: OWNER

Print Name: Jasper D. Sherman

Name of Company: BIG SHERM LAWN SERVICE

Date: 11/16/23

PART 9 – NO RESPONSE SURVEY

ITN #: FMGT-240013-GD
DUE DATE: November 6, 2023 EDT; 3:00pm
ITB TITLE: GROUNDS MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER

IF YOU DO NOT BID

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

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

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

Respondent Company Name: BIG SHERM LAWN SERVICE
Contact Person: Jasper D Sherman
Email Address: shermannedra@yahoo.com

Is your company a certified City of Gainesville small business?
(Refer to 6.6 for certification requirements)

☒ YES ☐ NO

Is your company a certified City of Gainesville service-disabled veteran business?
(Refer to 6.7 for certification requirements)

☐ YES ☒ NO



City of Gainesville

Budget and Finance Department
Purchasing Division

Addendum Publish Date: November 7, 2023

GROUND MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER INVITATION TO BID (ITB) #: FMGT-240013-GD ADDENDUM NO. 1

Bid Due Date: ~~Friday November 11, 3:00pm (EDT)~~ Friday, November 17, 2023, 3:00pm EST

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

1. **NEW DUE DATE:** Due to delay in posting this Addendum 1, the Due Date for Bids is extended to November 17, 2023, 3:00pm EST.
2. Please find attached:
 - a. A copy of the revised pricing proposal form.
 - b. A copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.
 - c. A copy of the Mandatory Pre-Bid Meeting sign in sheet. Only companies that were in attendance for the pre-bid meeting are permitted to submit proposals.
3. Following is a review of the Mandatory Pre-Bid Meeting that was held at 3055 NE 28th Dr, Gainesville, FL, October 30, 2023, 8:30am EDT:

City of Gainesville Staff represented by Gayle Dykeman, City of Gainesville Procurement Specialist III and David Risor, Project Manager.

Gayle Dykeman started the meeting by reviewing important Procurement areas of the solicitation, including the solicitation schedule and submittal due date.

All communication must go through Gayle Dykeman throughout the duration of the solicitation.

All submittals must be entered in DemandStar.com by the due date and time – DemandStar is programmed to reject any bids that are entered after that time. DemandStar is a free tool for vendors to submit bids. DemandStar will automatically close the solicitation at the specified date and time, and the City will not accept any late proposals, regardless of the format presented.

Spoke about the rules guiding the Cone of Silence.

David Risor walked the meeting participants through the property that is to be maintained by the awarded Contractor.

- a. **Additional work not called out in original solicitation Scope of Work – Section C** on the drawing includes an overgrown strip of property that is between the paved path and Section A boundary on the northeast side of the property. This area, as walked, will be a separate line item on

GROUND MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER
INVITATION TO BID (ITB) #: FMGT-240013-GD
ADDENDUM NO. 1



City of Gainesville

Budget and Finance Department
Purchasing Division

the proposal for a one-time clearing of the area. City sanitation will clear out all dangerous materials and substances, prior to awarded contractor entering the space to clear the lot. Contractor will be responsible for clearing all pine trees, shrubs, weeds, etc. After clearing of that of Section C is complete, it will be routinely maintained. The routine maintenance for this Section C should be included as part of the routine maintenance bid. Attached is an updated pricing sheet that reflects the one-time work for Section C from the routine maintenance section of the bid.

- b. There are two (2) fences surrounding the property, both will remain. The are between the fences will be included as part of the routine maintenance. There is no plan to remove the chain link fence.
- c. Standard herbicides can be used
- d. Trash cans on the property can be used for disposal of trash, except for the one-time clearing of Section C. The debris from clearing Section C will be the responsibility of the contractor.

The following are questions that were submitted by the deadline for Questions:

- 1. Question: Will the chain-link remain?
Answer: Yes.
- 2. Question: Will the bidder be responsible for mowing in between fences?
Answer: Yes.
- 3. Question: What is the acreage?
Answer:
Section A – 23 acres
Section B – 7.25 acres
Section C – 14 acres
- 4. Question: Is this being repaired due to the elapse of the original bid?
Answer: Previously at the time of the last bid the vendors were instructed to leave the 'ditch' area out.
- 5. Question: When was the last time the property was serviced?
Answer: 10/23/2023
- 6. Question: Currently, the trees are out of compliance with the current ITB. Is this a new item?
Answer: No, management needs to do a better job of enforcement of the contract.
- 7. Question: Currently, the edging and trimming is out of compliance with the current ITB. Is this a new item?
Answer: From appearance this may well be growth from the last service.
- 8. Question: Would the bid be split amongst vendors based on zones/sections?
Answer: No, it will be assigned as one contract.
- 9. Question: Will the addendum for the pond cleaning be a lump sum item or will it be lumped into the total cost of services?
Answer: If this is in reference to the ditch area north of the fence, please list the initial cleanup as a separate line item, then include remaining regular service in with lump costs.



City of Gainesville

Budget and Finance Department
Purchasing Division

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

CERTIFICATION BY PROPOSER

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

PROPOSER COMPANY NAME:

BIG SHERM LAWN SERVICE

SIGNATURE:

[Handwritten Signature]

LEGIBLY PRINT NAME:

Jasper D Sherman

DATE:

11/16/23



City of Gainesville

Budget and Finance Department
Purchasing Division

REQUIRED FORM E

REVISED PRICING PAGE

GROUNDS MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER

FMGT-240013-GD

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications and scope of work for a monthly rate of ___ Dollars (\$3,100). = \$ 37,200 year

Price for one-time clearing of the property located in Section C, as described above in Addendum 1 above.
\$ 2,600

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

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

Authorized Signature: _____

Title: _____

Print Name: _____

Name of Company: _____

Date: _____

Jasper D Sherman
OWNER
Jasper D Sherman
BIG SHERM LAWN SERVICE
11/16/23



City of Gainesville

Budget and Finance Department
Purchasing Division

CITY OF GAINESVILLE FINANCIAL SERVICES PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

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

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

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

GROUNDS MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER

3055 NE 28th Drive, Gainesville, FL

MANDATORY PRE-BID SIGN IN SHEET

1	Legal Name:	<u>Tillmer Carter</u>	<u>Tillmer Carter</u> Signature
	D/B/A:	<u>E-TEC Lawn Care LLC</u>	<u>Tillmer Carter</u> Printed Name
	Street:	<u>13510 NW 1st Lane Apt 201</u>	Phone #: <u>352-514-3571</u>
	City, State, Zip:	<u>Newberry FL 32669</u>	Email: <u>Eteclawn@yahoo.com</u>
2	Legal Name:	<u>ASAP Mgmt Group</u>	<u>Jessie L Benton Jr</u> Signature
	D/B/A:	<u>Jessie B N/A</u>	<u>Jessie L Benton Jr</u> Printed Name
	Street:	<u>2530 Lantrae Ct</u>	Phone #: <u>770) 323-9994</u>
	City, State, Zip:	<u>Dec., GA 30035</u>	Email: <u>asapmgmtgroup@gmail.com</u>
3	Legal Name:	<u>HHK Lawn Maintenance</u>	<u>Walter Lewis</u> Signature
	D/B/A:	<u>HHK Lawn Maintenance</u>	<u>Walter Lewis</u> Printed Name
	Street:	<u>13807 N. CR 225</u>	Phone #: <u>352-258-4225</u>
	City, State, Zip:	<u>Gainesville, FL</u>	Email: <u>YUG0021@AOL.COM</u>
4	Legal Name:	<u>A Better Lawn</u>	<u>Cedric Lee</u> Signature
	D/B/A:		<u>Cedric Lee</u> Printed Name
	Street:	<u>312 SE 44 St</u>	Phone #: <u>352-363-4268</u>
	City, State, Zip:	<u>Gainesville FL</u>	Email: <u>ABetterLawnFL@gmail.com</u>

5 Legal Name:

JACKAL ENTERPRISES LLC

Signature

D/B/A:

GAINESVILLE LANDSCAPING BUCK OLAN

Printed Name

Street:

4306 NW 21ST ST

Phone #:

352 519 9193

City, State, Zip:

GAINESVILLE, FL 32605

Email:

BUCKO@GAINESVILLELANDSCAPING.COM

6 Legal Name:

AJ Lawn Care

Signature

D/B/A:

Allen Jones

Printed Name

Street:

21907 State Rd 235 North

Phone #:

352-281-4743

City, State, Zip:

Brookers Fls 32622

Email:

AJLawnCare@1762
y9600.com

7 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

8 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

9 Legal Name:

BIS Sherry

Signature

D/B/A:

2-21-66

Josper Sherman

Printed Name

Street:

2701 NE 10th Ter

Phone #:

City, State, Zip:

Gainesville FL 32609

Email:

Tunb50JP2000@oloo.com

10 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

11 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

12 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

25 Legal Name:

Lisa McGahee

Lisa McGahee

Signature

D/B/A:

Oz Don LLC

Oz Don LLC

Printed Name

Street:

2648 Creek Ridge DR

Phone #:

904 563-7100

City, State, Zip:

G.C.S., FL 32043

Email:

ozdonllc@gmail.com

26 Legal Name:

William N. Pace

William N. Pace

Signature

D/B/A:

Seahawk Services

William N. Pace

Printed Name

Street:

2149 South Myrtle Lane

Phone #:

904-755-6388

City, State, Zip:

Fleming Island FL 32003

Email:

WNPace@bakerwilson.com

27 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:

28 Legal Name:

Signature

D/B/A:

Printed Name

Street:

Phone #:

City, State, Zip:

Email:



City of Gainesville

Financial Services Department
Procurement Division

Addendum 2 Publish Date: November 9, 2023

GROUNDS MAINTENANCE FOR THE GAINESVILLE EMPOWERMENT CENTER INVITATION TO BID (ITB) #: FMGT-240013-GD ADDENDUM NO. 2

Bid Due Date: ~~Friday November 11, 3:00pm (EDT)~~ Friday, November 17, 2023, 3:00pm EST

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

1. **NEW DUE DATE:** Due to delay in posting Addendum 1, the Due Date for Bids is extended to November 17, 2023, 3:00pm EST.
2. Please find attached:
 - a. A copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.

The following are question was submitted by the deadline for Questions:

1. Question: What was the annual cost of the last contract for Grounds Maintenance at Grace Marketplace?
Answer: In 2019, the last time this work was bid, the annual cost was \$31,500.

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

CERTIFICATION BY PROPOSER

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

PROPOSER COMPANY NAME:

BIG SHERM LAWN SERVICE

SIGNATURE:

Jasper D Sherman

LEGIBLY PRINT NAME:

Jasper D Sherman

DATE:

11/16/23



City of Gainesville

Financial Services Department
Procurement Division

CITY OF GAINESVILLE FINANCIAL SERVICES PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

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

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

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

State of Florida

Department of State

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

The document number assigned to this renewal is G18000120878.

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

Ken Pappas

Secretary of State





DIVISION of
CORPORATIONS
an official State of Florida website

[Previous on List](#) [Next on List](#) [Return to List](#)

[Fictitious Name Owner Search](#)

[Filing History](#)

[Submit](#)

Fictitious Name Detail

Fictitious Name

BIG SHERM LAWN SERVICE

Filing Information

Registration Number G08086900242
Status ACTIVE
Filed Date 03/26/2008
Expiration Date 12/31/2023
Current Owners 1
County ALACHUA
Total Pages 3
Events Filed 2
FEI/EIN Number 26-2221748

Mailing Address

2702 NE 10TH TERRACE
GAINESVILLE, FL 32609

Owner Information

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

Document Images

[03/26/2008 - Fictitious Name Filing](#)

[View Image in PDF format](#)

[11/09/2018 - Fictitious Name Renewal Filing](#)

[View Image in PDF format](#)

[09/24/2013 - Fictitious Name Renewal Filing](#)

[View Image in PDF format](#)

[Previous on List](#) [Next on List](#) [Return to List](#)

[Fictitious Name Owner Search](#)

[Filing History](#)

[Submit](#)

Sent from Yahoo Mail for iPhone

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



Online Business Tax Receipt⁽¹⁾

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

Business Tax ID **35386**

This constitutes your business tax receipt for 10/1/2023 - 9/30/2024.

Your business tax(es) for the fiscal year **10/1/2023 - 9/30/2024** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
6240	LAWN/YARD MAINTENANCE w/o LANDSCAPING	\$52.50	Fee schedule range from 1 to 6. Amount is \$52.50. Value submitted for taxation is 5.
6800	HOME BASED	\$0.00	
****	Payment	(\$52.50)	Posted on 10/1/2023
TOTAL DUE:		\$0.00	

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

Amount Due on **Sunday, October 01, 2023** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2023 - 9/30/2024.

Payments must be time-stamped by 11:59 pm on Monday, October 02, 2023 in order to avoid late fees.

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







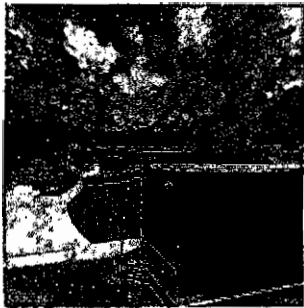
permitGNV


LOGOUTNavigate to... 

VIEW PERMIT

[Home](#) / [Services](#) / [Development Projects](#) / [View Permit](#)

-  [Edit my permit](#)
-  [Make a payment](#)
-  [Upload documents](#)
-  [Leave message](#)

Permit #: ZV23-000283**Project #:** 23-011059**Status:** Under Review**Balance Due:** \$0.00**Address:** 2702 NE 10TH TER **Description:** BIG SHERMAN LAWN SERVICE

Permit	Reviews	Documents	Inspections
--------	---------	-----------	-------------

Permit #:

Office of Equity & Inclusion
P O Box 490, Station 52
Gainesville, FL 32627-0490
(352) 334-5051

www.cityofgainesville.org

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

Dear Jasper Shermn,

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

Your certification will remain in effect until July 24, 2025, provided your business continues to meet the eligibility criteria according to City of Gainesville Policy-42-200 (Local Small Business Procurement Program) and Administrative Guidelines: It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business. Your business identification number is 85.

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

NIGP: Specialty Description

NIGP 515: LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES)

NIGP 988: ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES

We have also added your firm to the City of Gainesville's Certified Small Business Directory.

Regards,

Faylene Welcome
Small Business Program Coordinator
Office of Equity and Inclusion
Office: (352) 334-5051

This message was sent to: shermannedra@yahoo.com
Sent on: 8/22/2023 6:25:02 AM
System ReferenceID: 203738332

Office of Equity & Inclusion
P O Box 490, Station 52
Gainesville, FL 32627-0490
(352) 334-5051
www.cityofgainesville.org
Jasper Shermn
BIG SHERM LAWN DBA Jasper Sherman
2702 NE 10th Terrace
Gainesville, FL 32609

Dear Jasper Shermn,

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

Your certification will remain in-effect until July 24, 2025, provided your business continues to meet the eligibility criteria according to City of Gainesville Policy-42-200 (Local Small Business Procurement Program) and Administrative Guidelines: It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business. Your business identification number is 85.

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

NIGP: Specialty Description

NIGP.515: LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES)
NIGP 51500: LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES)
NIGP 51555: LAWN MOWERS, POWER, LIGHT DUTY, ROTARY TYPE, YARD USE
NIGP 988: ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
NIGP 98836: GROUNDS AND ROADSIDE MAINTENANCE: MOWING, EDGING, PLANT, NOT TREE TRIMMING, ETC.

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

Regards,

Faylene Welcome
Small Business Program Coordinator
Office of Equity and Inclusion
Office: (352) 334-5051



BIGSHER-01

DSTEIGLEMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2023

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

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

PRODUCER Darr Schackow Insurance Agency LLC 5200-B West Newberry Road Gainesville, FL 32607	CONTACT NAME: Jerrie Twinn	
	PHONE (A/C, No, Ext): (352) 338-0552 79147 FAX (A/C, No): E-MAIL ADDRESS: jtwinn@darrschackowinsurance.com	
INSURED Big Sherm Lawn Service Jasper Sherman 2702 NE 10th Terrace Gainesville, FL 32609	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western World Insurance Company	13196
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	NPP1623599	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED - AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Gainesville is additional insured with respect to general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Gainesville
200 E. University Ave.
Gainesville, FL 32601

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2023

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

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

PRODUCER
PAYCHEX INSURANCE AGENCY INC/PAC
76210764
225 KENNETH DR STE 110
ROCHESTER NY 14623

CONTACT NAME:

PHONE (877) 266-6850
(A/C, No, Ext):FAX
(A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Hartford Casualty Insurance Company

29424

INSURED

JASPER DAVIS SHERMAN DBA BIG SHERM LAWN
SERVICE
2702 NE 10TH TER
GAINESVILLE FL 32609-3077

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	76 WEG GH4502	10/07/2023	10/07/2024	X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$100,000
							E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Gainesville
200 E UNIVERSITY AVE
GAINESVILLE FL 32601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jasper D Sherman	
2 Business name/disregarded entity name, if different from above BIG-SHERMAN LAWN	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>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.</small> <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. 2702 NE 10th Terrace	Requester's name and address (optional)
6 City, state, and ZIP code Gainesville FL 32609	
7 List account number(s) here (optional) 305486	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
266-49-5092
or
Employer identification number
26-2221749

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Diversity and Inclusion Statement

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

Jasper D. Sherman, Owner

BIG SHERM LAWN SERVICE