

Utilities Commission, City of New Smyrna Beach

Invitation to Bid Annual Contract for Purchase of Utility Poles

ITB # 05-10

Date Issued: January 13, 2010

ITB Document on the UCNSB Web Site Link: <http://www.ucnsb.net/purchasing/bid-information.aspx>

Utilities Commission, City of New Smyrna Beach (UCNSB) is seeking bids from qualified vendors to provide Utility Poles to the Commission.

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:00 p.m., January 29, 2010** at which time they will be opened in the Finance Department.

DIRECT INQUIRIES TO:

Email:
Telephone Number:
Fax Number:

Caleb Fisher, CPPB
Purchasing Agent
cfisher@ucnsb.org
(386) 424-3045
(386) 424-2748

Mail To:

Utilities Commission City of NSB
Attn: Materials Manager
PO Box 100
New Smyrna Beach, Florida 32170-0100

Delivery to:

200 Canal Street
New Smyrna Beach, FL 32168

Upon receipt of this ITB document, any and all communications regarding this proposal must be made only to the Purchasing Agent as noted above. Any violation of this condition could result in bid disqualification.

This is a Sealed Bid - Fax or electronic replies will not be accepted.

Utilities Commission, City of New Smyrna Beach operates in accordance with the State of Florida Sunshine Laws.

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I. GENERAL CONDITIONS

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

2. SEALED BIDS: AN ORIGINAL AND 3 COPIES must be in the Finance Department by the date and time specified. The Bid Reply, Evaluation Factors, Questionnaire, Attachment "A", Attachment "B", and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:

- a. Name and address of Bidder
- b. Bid number
- c. Date and time of Bid Opening

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

4. NO BID: If unable to submit a bid, please sign and return the Bid Reply Sheet by return mail or fax advising the reason for not submitting a bid. To ensure inclusion in future bids, a Bidder **should** submit a "NO BID" to be received by the Finance Department no later than the stated bid opening date and time.

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

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

Questions regarding any portion of this bid shall be directed, in writing, to:

Utilities Commission, City of New Smyrna Beach
Caleb Fisher, Purchasing Agent
PO Box 100
New Smyrna Beach, FL 32170-0100

Questions may also be submitted by e-mail (cfisher@ucnsb.org) or faxed to the attention of the Purchasing Agent at (386) 424-2748.

All such requests must be received no later than 2:00PM, Eastern Standard Time, **January 22, 2010**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders on **January 26, 2010**. Requests for additional information received after the **January 22, 2010** deadline will not receive a response. Responses will not be made orally.

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

7. COST DISCUSSIONS: The Bidder must not discuss cost information, except for clarification requested by the UCNSB Materials Manager, prior to the posting of bid results, with any employee, board member or authorized representative of the UCNSB. Violation of this restriction will result in **REJECTION** of the said Bid.

8. ADDENDA: All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof must be acknowledged in writing with the bid (see Factor #5). The UCNSB accepts no responsibility for inaccurate bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the Bid before submitting their bids.

Please access the UCNSB web site at <http://www.ucnsb.net/purchasing/bid-information.aspx> for any addenda.

9. LATE BIDS: Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the proposal request. It is the Bidders' responsibility to make certain that his/her proposal is in the hands of the Materials Manager prior to the opening time at the specified location. UCNSB accepts no responsibility for late or misdirected mail deliveries. Late bids will not be considered.

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

11. OTHER CONSIDERATIONS: Quantities involved, time of delivery, purpose for which required, competency in determining responsibility.

12. QUALIFYING BIDS: UCNSB reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.

13. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 award or perform work as a contract supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. ADA: The vendor awarded this proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

15. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days following opening of the bid, to allow for formal action by the Board. The Bidder agrees that during such time his bid will remain firm and irrevocable. At the end of the 90 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

16. EVALUATION PROCESS: The Evaluation Committee will evaluate all bids received. The committee will examine each bid and determine how effectively it satisfies the needs of The Utilities Commission.

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

The content of this Bid and all provisions of the successful response deemed pertinent by UCNSB may be incorporated into a contract and become legally binding.

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

19. CONFLICT OF INTEREST: The award hereunder is subject to the laws of the State of Florida. All Bidders must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the UCNSB. Further, all Bidders must disclose the name of any UCNSB employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its branches.

20. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the UCNSB. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof. Bidders have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

21. OTHER AGENCIES: All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

22. SUBSTITUTIONS: Bidders are cautioned not to deviate from the bid specifications unless they also submit a detailed alternative.

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

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

25. INSURANCE The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Commission.

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

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

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

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

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

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

2.01

QUESTIONNAIRE ITB #03-10

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

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond? If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2001, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Can you supply us with three (3) business references similar to UCNSB? If yes, attach a list including contact and phone number.
9. Has your company been disbarred by the Federal Government or any State Government?

2.02

EVALUATION FACTORS

Bids shall include all of the information solicited in this ITB, and any additional information that the Bidder deems pertinent to the understanding and evaluating of the bid. **Bids shall be organized and sections tabbed in the following order.** The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested may result in the bid being excluded from consideration.

Factor #1 **Experience:**

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

Factor #2 **References:**

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

Factor #3 **Pricing:**

Submitted Proposal Bid Form Page 23-24

Factor #4 **Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace & Vendor Information Form**

All Bidders shall properly complete attachments A,B,C,D and E here

Factor #5 **Addenda Acknowledgement**

Please submit all addenda (if any) related to this bid here.

Factor #6 **Questionnaire**

The Questionnaire responses requested in Section 2.01 should be submitted here.

Factor #8 **Detailed Specifications
In this section include:**

Pole load/weight info (qty per size per truck)

2.03

ITB SCHEDULE

Distribution of the Invitation to Bid: January 13, 2010

Deadline for final questions by 2:00PM: January 22, 2010

Addendum published by 5:00PM: January 26, 2010

ITB return deadline by 2:00 pm: January 29, 2010

Location: UCNSB – Finance Office
200 Canal St. New Smyrna Beach, FL
Finance Department

ITB opening Location: January 29, 2010

UCNSB – DeBerry Room
200 Canal St. New Smyrna Beach, FL
Time: 2:00 pm

A

SWORN STATEMENT UNDER SECTION 287.133(3) (1)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted Bid, Bid or Contract for_____.

2. This sworn statement is submitted by_____ [name of entity submitting sworn statement] whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

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

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

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

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

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

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

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

Public Entity Crimes Statement
Page 2 of 2

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

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

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

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

Date: _____
Signature

STATE OF: _____

COUNTY OF: _____

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

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

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

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

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

Signed

Title

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

Title

My Commission Expires: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR SIGNATURE

2.07

Attachment D

UTILITIES COMMISSION
City of New Smyrna Beach, Florida

VENDOR INFORMATION

386 424 3045 Voice
386 424 2732 Fax

Vendor is:

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

Federal Employer Identification

Number or Social Security Number: _____

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

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Service or Commodity Supplied: _____

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

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

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: _____

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Step 1. Provide your complete name and Taxpayer Identification Number *(Check ONE box only)*

- U.S. Resident – Individual/Sole Proprietor** (Form 1099 reportable)
 Name _____
 If you are a sole proprietor, name the owner of the business: _____
 Social Security Employer
 Number _____ -- _____ -- _____ Identification Number _____ -- _____ -- _____
- U.S. Partnership, Limited Liability Company (“LLC”), or Trust** (Form 1099 reportable)
 Name (as shown on your tax return) _____ Employer
 Identification Number _____ -- _____ -- _____
- U.S. Corporation** (exempt from Form 1099 reporting except for medical or legal services)
(If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, Entity Classification Election)
 Name (as shown on your tax return) _____ Employer
 Identification Number _____ -- _____ -- _____
- U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency** (exempt from Form 1099 reporting)
 Name (as shown on your tax return) _____ Employer
 Identification Number _____ -- _____ -- _____

Step 2. Certification/Signature *(Complete the following)* Under penalties of perjury my signature certifies that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person* (including a U.S. resident alien).

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, number 2 above 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.

Signature: _____ Phone: (_____) _____
 Print Name: _____ Title: _____ Date: _____
 Address: _____ City: _____ State: _____ ZIP: _____

Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

If you have any questions, please call us at _____ (provide requester’s telephone number).

***Are you a U.S. person?** The IRS defines a U.S. person as:

- a U.S. citizen;
- an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia;
- a U.S. resident alien (someone who has a “green card” or has passed the IRS “substantial-presence test.”

For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov.
 If your answer is NO, please do not complete this form and contact us at *(insert requester’s phone number here)*

If your answer is YES, please complete the form.

3.0

Special Conditions

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

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

The Utilities Commission requests the option of extending the agreement/contract for three (3) additional one year periods upon mutual agreement in writing, based upon the same prices, terms and conditions. However the UC will consider allowing a price adjustment of up to 10% +/- of original prices when extending contract.

100271-100282

SPECIFICATIONS

1.0 SCOPE

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

2.0 GENERAL

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

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

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

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

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

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

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

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

3.0 SPECIE

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

4.0 DEFECTS

- 4.1 Poles shall be free from defects as specified in ANSI 05-1-1979.
- 4.2 Permitted defects shall be limited by ANSI 05.1-1979, except that:
- a) The depth of a trimmed scar shall not be more than 2 inches regardless of the diameter of the pole.



UTILITIES COMMISSION
APPROVED STANDARDS

100271-100282

SPECIFICATIONS

5.0 TRIMMING

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

6.0 SHAPE

6.1 Poles shall be free from short crooks.

6.2 Poles may have sweep subject to the following limitations:

a) Sweeps in two planes shall not be permitted.

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

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

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

7.0 SEASONING

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

8.0 FRAMING

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

9.0 MARKINGS

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

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

b) The plant location code and/or trademark.



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- c) On distribution poles, thirty (30) foot through fifty-five (55) foot, a ten (10) foot mark shall be cut or burned ten (10) foot up from the butt of the pole.
 - d) On transmission poles, sixty (60) foot and longer, a fifteen (15) foot mark shall be cut or burned fifteen (15) foot up from the butt of the pole.
 - e) The month and year of treatment.
 - f) The true class numeral, and numerals showing the length of the pole.
 - g) The initials UC/NSB placed below the band.
 - h) Code letters denoting the preservative used and the specified retention by assay.
- 9.2 Poles shall be burn branded in accordance with ANSI 05.1. The marks shall not be less than three-quarters inch (3/4") in high and shall be located within two (2) inches of the ten (10) foot or fifteen (15) foot mark up from the butt of the pole.
- 9.3 In addition to the above marks, (e) and (f) of paragraph 9.1 and the supplier's treatment charge number shall be placed on the butt of each pole on a metal tag.

10.0 PRESERVATIVE

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

11.0 TREATMENT

- 11.1 Treatment shall be performed in accordance with AWWA CI-84 and C4-84. A maximum pressure of p.s.i.g. for unlimited duration is permitted. A maxium fixation period of six (6) hours by heating in steam or hot water at 22° F is permitted.



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12.0 RETENTION

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

13.0 PENETRATION

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

14.0 RETREATMENT

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

15.0 INSPECTION

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

16.0 SHIPMENT AND UNLOADING

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

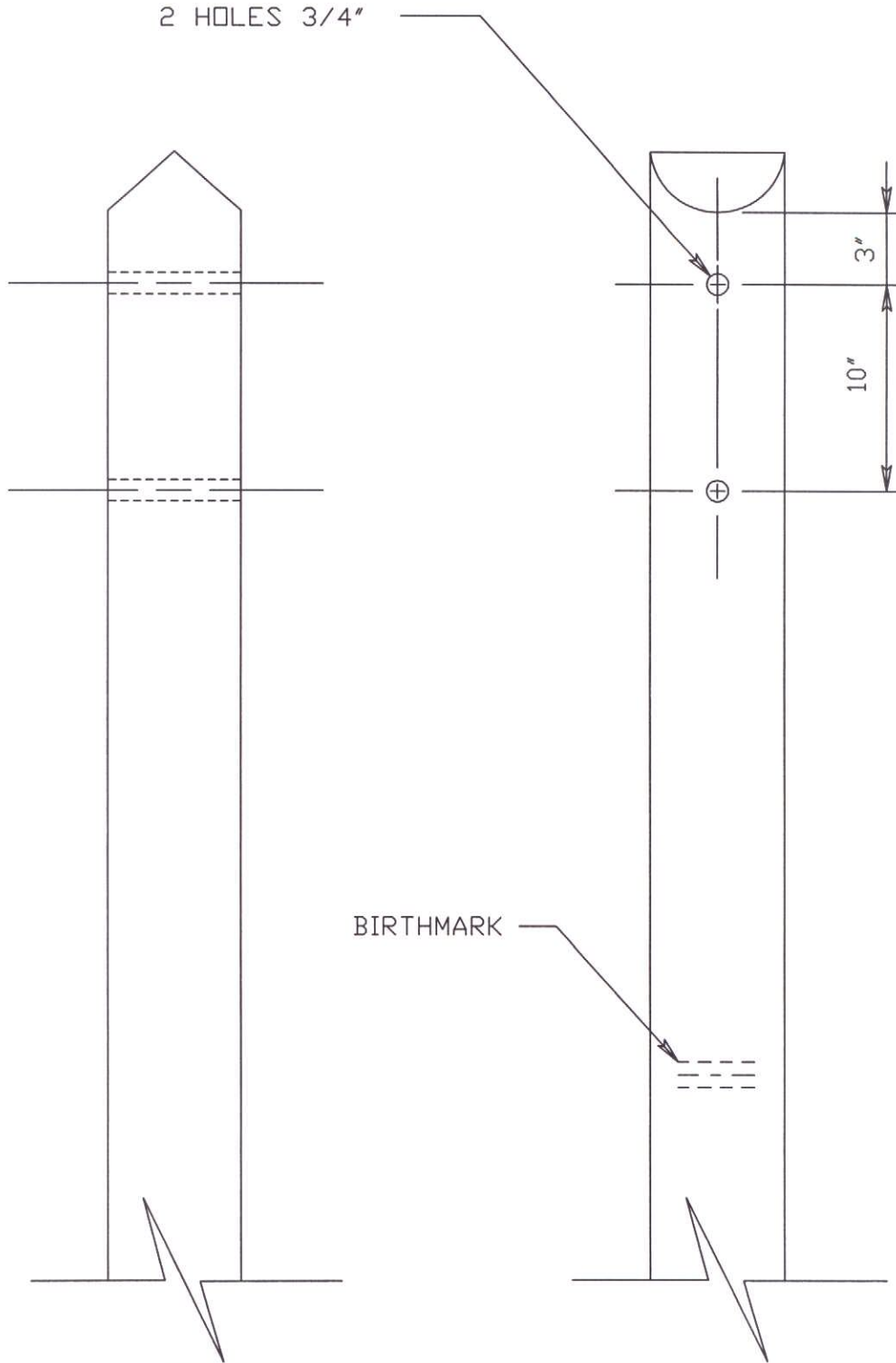
16.2 Poles shall be unloaded by supplier. Unloading poles by rolling them off trucks is an unacceptable method of unloading.

17.0 RESPONSIBILITY

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



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**BID NO 05-10 UTILITY POLES
BID FORM**

ITEM	PART NO.	DESCRIPTION	APPROX YEARLY QTY	UNIT PRICE	LEAD TIME	MINIMUM TRUCKLOAD
1.	100271	30' CLASS 4	45			
2.	100272	35' CLASS 4	50			
3.	100273	40' CLASS 4	48			
4.	100274	45' CLASS 3	25			
5.	100275	50' CLASS 2	18			
6.	100276	55' CLASS 2	15			
7.	100277	65' CLASS 2	12			
8.	100282	60' CLASS 2	13			

**BID NO 05-10 UTILITY POLES
BID FORM**

The Utilities Commission reserves the right to waive informalities in any bid, to reject any and all bids in whole or in part, with or without cause, and/or accept the bids or portions thereof that in its judgment will be for the best interest of the Utilities Commission. These prices are valid for Ninety (90) days from the date of bid opening unless specified otherwise.

Submitted

by: _____

(Please Print)

Company

Name: _____

Date: _____

Title: _____

Phone No. _____

Fax No: _____

E-Mail: _____

Signature: _____