

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Bidder, or Seller; Bidder or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-Bidder, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Bidder: Successful Bidder or Bidder who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Bidder, coordinate all work under the contract, assure consistency and quality of awarded Bidder's performance, and schedule and conduct Bidder performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Bidder who is awarded a contract to provide professional services to the City.

First Ranked Bidder: That Bidder, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Bidder: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): A method of procurement permitting discussion with responsible Bidders and revisions to proposals prior to award of a contract. Award will be based on criteria set forth herein.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid

document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Bidder who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subBidder or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the

solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to

have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Bidders

- 4.1 Sub-Bidders Terms
The Bidder agrees to bind specifically every sub-Bidder to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Bidders Agreement
All work performed for the Bidder by a sub-Bidder shall be pursuant to an appropriate agreement between the Bidder and the sub-Bidder.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of

quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid

System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims),

unless otherwise stated in Special Conditions.

proposal may be withdrawn or modified after the date of proposal opening has passed.

9. Examination of Bid Documents

9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No

10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in pink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity,

character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subBidders and other persons providing labor or materials to Bidder.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The Successful Bidder agrees to execute the final contract in substantially the form as attached hereto, subject to final review as to form by the City Attorney. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida, without regard to conflict of laws principles.

16. Insurance

16.1 If the Bidder is required to go on to City property to perform work or services as

a result of contract award, the Bidder shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.

16.2 The Bidder shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Bidders insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Bidders doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Bidder be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be

returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidders.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Bidder shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Section 13-34, "Application fees, miscellaneous service charges" subsection (4) n., "Exemptions" of the City's Code of Ordinances.. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by state/county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Licensure or Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subBidders) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Bidder's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Bidder

The Bidder is an independent Bidder under this Agreement. Personal services provided by the Bidder shall be by employees of the Bidder and subject to supervision by the Bidder, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Bidder.

30. Safety

30.1 Job Site

The Successful Bidder shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Bidders failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Bidder is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.

- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless/Sovereign Immunity

The parties agree that one percent (1%) of the total compensation paid to Bidder for the work of the contract shall constitute specific consideration to Bidder for the indemnification to be provided under the Contract. The Bidder shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Bidder, any subBidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Bidder, any subBidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Bidder or any subBidder under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Solicitation. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Bidder pursuant to this award may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this contract and will pertain to any occurrence during the term of the contract, even though the claim may be made after the termination or expiration hereof.

34. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Bidder certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Bidder must notify the City immediately and is prohibited from providing 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 Bidder, supplier, subBidder, 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, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Bidder shall keep such records and accounts and require any and all Bidders and subBidders to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Bidder expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Bidder is a Bidder acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Bidder shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Bidder agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Bidder does not transfer the records to the City.

- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Bidder or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e) IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

If Bidder does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid

received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The City reserves the right to audit the records of the Bidder for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The Bidder shall allow the City to inspect, examine and review the records of the Bidder in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Bidder, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, the Bidder will, if the Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Bidder without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Bidder.

42. Choice of Law and Venue

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

43. Gratuities and Kickbacks

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

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Bidder under a Contract to Bidder or higher tier sub-Bidder any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. Protest Process

Any bidder, Bidder, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the

City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Bidder which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Bidder at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Bidder's interpretation of the term "trade secrets" or "proprietary confidential business information," Bidder must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Bidder must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Bidder is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records

limited to costs of reprourement and cover.

46. Anti-Discrimination

That Bidder shall for itself, its personal representatives, successors in interest, assigns, subBidders, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause: Immediate

In the event the Bidder defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Bidder, terminate this contract effective immediately. In the event of such termination the City may hold the Bidder liable for any and all damages sustained by the City arising out of such default, including but not

Procedures:

- a. Written notice shall be provided to Bidder setting forth the reasons for said termination and
- b. Only after the Bidder has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to Bidder, at which time the Bidder shall be given an opportunity to be heard.

47.2 Termination for Default: Time to Correct

In the event the Bidder shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Bidder written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Bidder has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Bidder shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Bidder, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Bidder shall

discontinue all work on the appointed last day of service.

48. E-Verify Requirements

Effective January 1, 2021, public and private employers, Bidders and subBidders must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Bidder to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subBidders) assigned by Bidder to perform work pursuant to the contract with the City. The Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

48.1 By submitting the quote or proposal, the Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subBidders to provide an affidavit to Bidder attesting that the subBidder does not employ, contract with, or subcontract with, an unauthorized alien. Bidder agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Bidder may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Bidder will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

49. Scrutinized Companies pursuant to Sections 287.135, 287.138, and 215.473, Florida Statutes

Bidder hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Bidder has falsely certified facts under this paragraph or if Bidder is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement,

City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Bidder provides the City with an affidavit signed by an authorized representative of the Bidder, under penalty of perjury, attesting that the Bidder does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Bidder provides the City with an affidavit signed by an authorized representative of the Bidder, under penalty of perjury, attesting that the Bidder does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

50. WAIVER OF JURY TRIAL

BY SUBMITTING A PROPOSAL WITH THE INTENT TO FORM A CONTRACTUAL RELATIONSHIP WITH THE CITY THEREUPON, THE BIDDER AND/OR BIDDER EXPRESSLY AGREES AND THE CITY ALSO EXPRESSLY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY

TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

51. Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, subBidder, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting this Bid, Bidder certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

52. Severability; Waiver of Provisions

Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

53. Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, no preference for this solicitation may be given based on Bidder's social, political or ideological interests. Such interests include: political opinions, speech, or affiliations; religious beliefs, religious exercise, or religious affiliations; lawful ownership of a firearm or

engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition; engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking; engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph; a failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Bidder is in compliance with applicable state or federal law: (1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures; (2) Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; (3) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or (4) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training. By submittal of its quote or proposal, Bidder agrees it is also prohibited from giving preference to subBidders based on the above referenced factors.

54. Discriminatory Vendor List

Bidder hereby acknowledges its continuous duty to disclose to the City if the Bidder or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, subBidder, or consultant under a contract with any public entity; and may not transact business with any public entity."

55. Labor Harmony

Bidder agrees that all labor employed by Bidder, its agents or subBidders for work on

City property must be in harmony with all other labor being used by City or other Bidders working on City's property. Bidder agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Bidder, its agents or subBidders, will remove from City's property any person objected to by City in association with the work.

56. Third Parties Beneficiaries

Neither Bidder nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

57. Agreement Subject to Funding

The award of this solicitation to any specific Bidder is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

58. Remedies

58.1 Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Bidder to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Bidder's failure to perform in accordance with the requirements of this Agreement.

58.2 Correction of Work

If, in the judgment of the City, work provided by the Bidder does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Bidder correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

59. Disentanglement

Bidder will complete the transition of any terminated work from Bidder and is

subBidders to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Bidder will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

60. Prohibited Telecommunications Equipment

Bidder represents and certifies that it and its applicable subBidders do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Bidder represents and certifies that Bidder and its applicable subBidders must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Bidder is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subBidder at any tier or by any other source, Bidder must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

END OF SECTION

SECTION II

SPECIAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst. For Information concerning procedures for responding to this solicitation, and to register to the City's eBid System contact Randolph Merchant at 954-956-1499 or email at rmerchant@coconutcreek.net.

For all other questions and request for information that would or would not materially affect the scope of services to be performed or the specifications, or for clarification please utilize the "Questions Tab" provided by Ion Wave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the IFB Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the IFB.

The City shall not be responsible for oral interpretations given by any City employee or its representatives.

2. Familiar with Conditions

The Bidder shall make a careful examination of the project site, shall familiarize themselves with existing conditions, and shall satisfy themselves as to the quantity and quality of materials and workmanship required for the work. Bidder shall carefully and thoroughly examine the Contract Documents before submitting a bid.

3. Eligibility of Bidders

To be eligible to respond to this IFB, the proposing firm must have at least ten (10) years of experience in maintenance access structure and wet well rehabilitation.

4. Licenses

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. Florida General Bidders License and Underground Utilities licenses are required.

5. Bid Submission

- a. Bidder shall use the electronic eBid System to submit a response. **The bid shall be signed by a representative who is authorized to contractually bind the bidding entity. Bidder shall upload the response as one (1) file to the eBid System.** The maximum file size is 250 MB, however, that maximum applies to each file, not the Bid itself. You are allowed an unlimited number of attachments with the 250 MB being the maximum file size.
- b. Bidder's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- c. All blanks on the Bid form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile bids will not be accepted.
- d. Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.

- e. Bidders shall confine their bids to the project in its entirety. Partial bids will not be considered. Bids will not be accepted from anyone obtaining the documents from any other source. Each Bidder shall submit with this bid evidence that he is licensed to perform the work and services or qualified by examination to be so licensed.
 - f. All bids received from Bidders in response to the IFB will become the property of the City and will not be returned to the Bidders. In the event of the Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
 - g. As the best interest of the City may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. The City will determine which Bidders are "responsible and responsive".
 - h. Only one (1) bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one (1) bid for work contemplated, all bids in which such a Bidder is interested will be rejected. Bidder by submitting this bid certifies that this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 6. Price**
The bidder will quote a firm, fixed price for the items listed on the Bid Schedule of Proposed Pricing page. All bid prices proposed by the Bidder shall remain fixed and firm for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City. All pricing MUST include delivery and be quoted FOB Destination, if applicable.
- 7. Estimated Quantities/Warranties of Usage**
No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.
- 8. Changes in Quantities**
The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.
- 9. Additional Items/Duties**
The City may require additional items/services of a similar nature, but not specifically listed in the contract. The Bidder agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Bidder thirty (30) days written notice.
- 10. Risk of Loss**
The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project and inspection and acceptance of the project by the City.
- 11. No Exclusive Contract/Additional Services**
The bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 12. Schedule of Events**
The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
IFB Available	Sunday, March 31, 2024
Non- Mandatory Pre-Bid Meeting	Tuesday, April 9, 2024
Last Date of Receipt of Questions by 5:00 PM EST	Friday, April 12, 2024,
Addendum Release (if required)	Thursday, April 18, 2024
Bid Due Date 11:00 AM EST	Wednesday, May 1, 2024

13. Method of Award

- 13.1 The City will determine which Bidders are “responsible and responsive,” quoting the lowest price for the items indicated on the Bid Schedule. The award may be by group or item, whichever is determined to be in the best interest of the City.
- 13.2 It is the intent of the City to award a Primary and a Secondary Bidder for services to be provided to the City under this bid. The Primary Bidder shall be the main contact for the City. The Secondary Bidder shall be utilized in instances where the Contract Administrator determines that it is in the best interest of the City based on the specific requirements of the project or as needed or if the Primary Bidder is unavailable due to a schedule conflict.
- 13.3 The City reserves the right to waive minor variations in the specifications and bidding process. The City further reserves the right to accept or reject and/or all bids to award or not to award a contract based on this bid.
- 13.4 A recommendation will be presented to the City Commission, based on the lowest responsible and responsive bid which conforms to all requirements and whose evaluation by the City indicates to the City that the award will be in the best interest of the City. The City is the sole judge in evaluation considerations.
- 13.5 If, at the time this contract is to be awarded, the total of the lowest acceptable bid(s) exceeds the funds then estimated by the City as available, the City may reject all bids, any part of the bids, or take such other action as best services the City’s interest.
- 13.6 All Bidders will be notified electronically through the e-bid system when the City Commission makes an award recommendation. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the City Commission to be in the best interest of the City. The City Commission’s decision of whether to make the award is in the best interest of the City and shall be final.

14. Contract Term

- 14.1 The initial contract period shall be for five (5) years. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Bidder shall give written notice to the City no less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 14.2 In the event services are scheduled to end because of the expiration of this contract, the Bidder shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Bidder shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

15. Cost Adjustments

- 15.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment **only** if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Bidder a reasonable reduction in costs that reflect such cost changes in the industry.
- 15.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Bidder.

16. Cleaning Up

The Successful Bidder at all times shall keep City premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to a condition suitable for use by the City.

17. Uncontrollable Circumstances ("Force Majeure")

The City and Bidder will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes, or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, pandemics, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- 17.1 The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 17.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 17.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 17.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Bidder will not constitute Force Majeure. The term of the

agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. Dispute Resolution

Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Bidder and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute.

The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.

- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE BIDDER HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

19. Insurance Requirements

If the Bidder is required to go on to City property to perform work or services as a result of contract award, the successful Bidder and/or any and all subBidders or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Bidder shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Bidders insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Bidder shall maintain in force at their own expense, insurance as follows:

19.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Bidders who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

19.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

19.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

19.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Procurement Division
 Risk Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Bidder's Proposal response. If Bidder is Successful Bidder, then prior to commencement of Contract, Bidder must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

19.5 Insurance Company and Agent

All insurance policies herein required of the Successful Bidder shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

20. Payment

Payment to the Successful Bidder will be as a lump sum payment after satisfactory receipt of the services as determined by the City, and receipt of invoice or other billing instrument used by the Successful Bidder. If Successful Bidder can only deliver when available, the City will make payment on those that have been received and accepted by the City.

The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees if applicable.

21. Scrutinized Companies pursuant to Section 287.135 and 215.473

Bidder hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Bidder has falsely certified facts under this paragraph or if Bidder is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Bidder provides the City with an affidavit signed by an authorized representative of the Bidder, under penalty of perjury, attesting that the Bidder does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Bidder provides the City with an affidavit signed by an authorized representative of the Bidder, under penalty of perjury, attesting that the Bidder does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

22. Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Bidder which constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, as amended from time to time, or proprietary confidential business

information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Bidder or Bidder at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Bidder's or Bidder's interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, Bidder or Bidder must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Bidder or Bidder must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Bidder or Bidder is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

23. Inspection, Direction, and Payment

- 23.1** The work will be conducted under the general direction of the Director of Public Works or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 23.2** Bidder shall submit invoices to the Public Works department. The City shall pay the Bidder the amount due within thirty (30) days after approval of said invoice by the Director of Public Works or designee.
- 23.3** If, at any time during the Contract, the City shall not approve or accept the Bidder's work performance, and an agreement cannot be reached between the City and the Bidder to resolve the problem to the City's satisfaction, the City shall negotiate with the Bidder on a payment for the services provided.
- 23.4** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.

24. VISA Purchasing Card (P-Card) Program

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

PAPER CHECK

Paper checks are also processed by the City for vendor payments.

**SECTION III
DETAILED REQUIREMENTS – SCOPE OF WORK****1. General**

Bidder shall not begin, nor be paid for any work, without proper and prior written authorization from the City of Coconut Creek (City).

Maintenance Access Structure (MAS) and/or pump station wet well rehabilitation shall be accomplished by the application of materials that will improve the overall structural conditions and eliminate infiltration.

Work will utilize the latest edition of City of Coconut Creek Utilities and Engineering minimum design standards along with the AWWA standards, where applicable, for all services provided at various locations within the City of Coconut Creek Utilities' service area.

2. Wastewater Flow Control

The work specified in this section includes all labor, materials, accessories, equipment, and tools for performing all operations required to bypass sewage around a MAS or sewer section in which work is to be performed. The Bidder shall plan and be prepared to bypass pump sewage as part of his operations.

The Bidder shall provide all pumps, piping, and other equipment to accomplish this task; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of the City's representative.

In some applications, the wastewater flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined that the system can accommodate the surcharging without an adverse impact.

3. Plugging and Blocking

A sewer line plug shall be inserted into the line at a MAS upstream from the section being surveyed or repaired. The plug shall be so designed that all or any portion of the wastewater flow can be released. During the survey portion of the operation, flow shall be shut off or reduced to within the maximum flow limits specified. During repairs, the flow shall be shut off or pumped/bypassed, as acceptable to the City's representative. After the work tasks have been completed, flow shall be restored to normal.

4. Pumping and Bypassing

When pumping/bypassing is required, as determined by the City's representative, the Bidder will supply the necessary conduits and other equipment to divert the flow around the sewer section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur

during wet weather periods. The Bidder will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary pumps, conduits and other equipment to divert the flows of sewage around a sewer section, from the start to finish of work performed in the utility hole section.

Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling, and maintaining these pumps during the rehabilitation period. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum and acceptable level.

5. Flow Control Precautions

5.1 Surcharging Sewers

Where raw sewage flow is blocked or plugged, sufficient precautions must be taken to protect public health. The sewer lines shall also be protected from damage. The following occurrences shall not be allowed.

- a. No sewage shall be allowed to back up into any homes or buildings.
- b. No sewage shall overflow any MAS, cleanouts, or any other access to the sewers.
- c. Users upstream of the repair area shall be able to use all their water and sewer utilities without interruption.

6. Pumps

Any sump pumps, bypass pumps, trash pumps or any other type of pump which transfers sewage/water or any type of material out of the MAS or sewer shall discharge this material into another MAS, or appropriate vehicle or container acceptable to the City's representative. Under no circumstances shall this material be discharged, stored, or deposited on the ground or road, or in an open environment, or swale.

7. Traffic Control

The Bidder shall submit a Certified Maintenance of Traffic (MOT) plan to the City's Engineering Department, obtain written approval, and permit from that department prior to the commencement of the work. The Bidder shall be responsible for providing all types of temporary traffic markers, including but not limited to the following: temporary striping, lighted barricades, message boards, traffic cones, and flaggers. The City may modify or change the Bidder's schedule as necessary to insure the maintenance of traffic. The Bidder shall furnish the Utilities Department with a copy of the approved and permitted MOT plan.

The Bidder shall take appropriate steps to ensure that all pumps, piping, and hoses that carry raw sewage are protected from traffic.

8. Sewage Spills

In the event, during any form of "sewage flow control", that raw sewage is spilled, discharged, leaked, or otherwise deposited in the open environment, due to Bidder's

work, the Bidder is responsible for any cleanup of solids and disinfection of the area affected. This work will be performed at the Bidder's expense with no additional cost to the City. The Bidder is also responsible for notifying the sewer system maintenance personnel and complying with all regulatory requirements at no additional cost to the City.

TECHNICAL SPECIFICATIONS

9. Intent

It is the intent of this portion of the work to provide for all aspects of sewer Maintenance Access Structure (MAS) and/or pump station wet well rehabilitation including type of repair, methods of repair, materials, and equipment as may be appropriate for each structure scheduled for rehabilitation.

10. General

Sewer MAS/pump station wet well rehabilitation includes the following:

- 10.1 Replacement of manhole rings and/or covers. US Foundry Model #420-G
- 10.2 Structural rehabilitation of MAS walls and bases.

11. Grade Adjustment of MAS

The Bidder shall adjust the elevation of the existing MAS as directed by the City's representative. Only those MAS directed to be adjusted by the City's representative in the field shall be adjusted. The MAS shall be raised by adding a sufficient number of precast grade adjustment rings to obtain the desired elevation. This work shall be included under bench/mud work.

12. Structural Rehabilitation of MAS/Pump Station Wet Well Walls

- 12.1 Preparation of deteriorated surfaces to produce a clean and sound structure.
- 12.2 Application of the materials shall be by spray gun, gunite gun, roller, brush, or hand trowel at the option of the Bidder and in accordance with the material manufacturer's recommendations.
- 12.3 The mortar used for MAS/pump station wet well rehabilitation shall be a low shrinkage type, high strength, polymer modified, and sprayable microsilica mortar with a blend of cements, microsilica, thermoplastic fibers, densifiers, polymer admixtures and modifiers equal to Mainstay ML-72. Materials that will be used shall have the following minimum requirements:

Compressive strength	ASTM C-109 28day > 9,000 psi
Tensile strength	ASTM C-496 28 day> 700 psi
Flexural strength	ASTM C-293 28 day> 1300 psi

Shrinkage	ASTM C-596 0.01 percent at 90% rh
Bond	28 Day > 400 psi
Thickness	Minimum of 0.5 inches

12.4 Epoxy: Mainstay brand coating shall be compatible with the above specified mortar material and have a composition of 100 percent solids, modified epoxy coating no less than 60 mil. in thickness and gloss white in color equal to Mainstay DS-f. The epoxy must meet the following minimum requirements:

Comprehensive Strength	ASTM D-695 > 13,000 psi
Tensile Strength	ASTM D-638 > 6,000 psi
Flexural Strength	ASTM D-790 > 12,000 psi
Durometer Hardness	ASTM D-2240 > 90
Thickness	Minimum of 60 mils in 1 coat or 125 mils in 2 coats

13. MAS/Pump Station Wet Well Rehabilitation Acceptance

After MAS/pump station wet well rehabilitation has been completed, the structure shall be visibly inspected by the Bidder in the presence of the City's representative and the work shall be found satisfactory to the City's representative. In addition, at the City's request, the Bidder may be required within two years to visually inspect the structures that were rehabilitated. Any work that is deemed defective by the City shall be corrected by the Bidder at no additional expense to the City.

All rehabilitation shall be guaranteed against faulty workmanship and/or materials for a period of five (5) years after the completion of the work.

The applicator shall be manufacturer-approved and certified in the State of Florida.

SUPPLEMENTAL TERMS AND CONDITIONS

14. Warranty of Material and Workmanship

The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from the date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Successful Bidder a written acceptance of such condition.

15. Warranty of Title

The Successful Bidder warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Successful Bidder possess

good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

16. Warranty of Specifications

The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-Bidders and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

17. Warranty of Merchantability

The Successful Bidder warrants that the goods to be supplied pursuant to the contract are merchantable, of superior quality and free from defects, whether patent or latent in material or workmanship.

18. Cleaning Up

The Successful Bidder at all times shall keep City premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to a condition suitable for use by the City.

The Successful Bidder warrants the City that it will comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the contract.

19. Changes in Quantities

The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

20. Permits, Fees and Notices (If Applicable)

The Bidder shall at his/her own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be ca1Tied on under the contract.

It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subBidders) working on the project for whom a Certificate of Competency is required.

21. Job Site

The Successful Bidder shall be solely and completely responsible for the conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety

provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful

Bidders failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated, to make safety inspections at any time the Successful Bidder is on City property and to ensure safety rules are not being violated.

22. Licenses

All Bidders Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. All Bidders are to submit with their bid response a copy of all licenses required to construct the project or provide the service along with such other information as the City may require verifying that the Bidder is responsible and capable of completing the project or providing the **service**.

23. Contract Limitations

In reference to Florida Statute 255.20 the City shall not issue a work authorization/purchase order/task order to Bidder in reference to this contract/agreement for any one project that is estimated to exceed \$300,000.00 in cost. Any one project exceeding \$300,000.00 in cost, the City shall seek competitive bids pursuant to the City Code and State Law.

END OF SECTION