

COCONUT CREEK

INVITATION FOR BIDS



REHABILITATION, REPAIRS, AND NEW CONSTRUCTION SERVICES FOR STORMWATER CONVEYANCE SYSTEMS

BID NO. 06-27-18-11

Purchasing and Contracts Division
4800 West Copans Road, Coconut Creek, Florida 33063
www.coconutcreek.net/purchasing

**CITY OF COCONUT CREEK
REHABILITATION, REPAIRS, AND NEW CONSTRUCTION SERVICES
FOR STORMWATER CONVEYANCE SYSTEMS
BID NO. 06-27-18-11**

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
KAREN M. BROOKS, CHIEF FINANCIAL OFFICER
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

June 3, 2018

LEGAL NOTICE / INVITATION FOR BIDS

Bid No: 06-27-18-11
Bid Name: Rehabilitation, Repairs, and New Construction Services for Stormwater Conveyance Systems
Non-Mandatory Pre-Bid Meeting: None
Due Date/Time: Wednesday, June 27, 2018 at 11:00 a.m. EST

A Cone of Silence is in effect with respect to this Invitation for Bids (IFB). The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this bid shall be directed to Linda Jeethan, Purchasing and Contracts Manager at 954-956-1438.

The City of Coconut Creek, Florida is seeking bids from qualified, experienced and licensed Contractors to provide Rehabilitation, Repairs, and New Construction Services for Stormwater Conveyance Systems on an as needed basis. Specific scopes of work will utilize the latest edition of City of Coconut Creek Utilities and Engineering minimum design standards, City Code of Ordinances along with the AWWA (American Water and Wastewater Association) standards, where applicable, for all services provided at various locations within the City of Coconut Creek's service area. The work shall be performed in full accordance with the specifications, terms, and conditions contained in this Invitation for Bids.

Bidder must be registered on the City's eBid System in order to respond to this Bid. A complete Bid Document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System.

Bids shall be submitted electronically through the eBid System on or before the due date/time stated above. Bidder is solely responsible for downloading all required documents. Each Bidder shall submit evidence that he is licensed to perform the work and services or qualified by examination to be so licensed. Responses will be electronically unsealed in a public forum and read aloud. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Karen M. Brooks
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, June 3, 2018
Sunday, June 10, 2018

**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: BID or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

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

Contractor: Successful Bidder or Proposer 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 Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

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

First Ranked Proposer: That Proposer, 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.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

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 Proposer 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 Bids (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 subcontractor 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-Contractors

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

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms

normally engaged in providing the types of commodities/services specified herein. Bidders shall have five (5) years or more experience. 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 Purchasing 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 Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing 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 Purchasing 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.

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 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 Purchasing 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.

10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing 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.

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.

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 ink. 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.

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

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 Purchasing 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 subcontractors 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 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.

16. Insurance

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor 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 Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's 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. Contractors 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 Contractor 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 Contractor 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 Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

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 Contractor 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 Ordinance No. 139-94. 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 county/city agency for this type of work.

24.3 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 subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor'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 Contractor 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 Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, 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 Contractor.

30. Job Site

The Successful Proposer 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 Proposer's 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 Proposer 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 Contractor 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

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor 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 Contractor, any subcontractor, 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 Contractor, any subcontractor, 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 Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants 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 Consultant 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 Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'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 Consultant 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 Contractor 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 Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor 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 Contractor, 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 Contractor 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, he will, if he 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 Contractor 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 Contractor.

42. Venue
 The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State 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 advise, 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-contractor under a Contract to Contractor or higher tier sub-contractor 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, proposer, 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. Confidential and/or Proprietary Information

In accordance with Florida Statutes, Chapter 119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

46. Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, 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) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

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. Scrutinized Companies pursuant to Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to

Section 287.135, Florida Statutes, as amended from time to time.

48. Default

48.1 Termination for Cause

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

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor 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 Contractor, at which time the Contractor shall be given an opportunity to be heard.

48.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor 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 Contractor has failed to correct the condition(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 Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

48.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, 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 Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**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 Purchasing and Contracts Manager, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

City of Coconut Creek – Purchasing Division
 Attn: Linda Jeethan, Purchasing and Contracts Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063
 Fax: (954) 973-6754
 Email: ljeethan@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of work, or bid procedures will only be transmitted by written addendum. All questions must be received no later than five (5) calendar days prior to the bid opening date.

2. 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 | 06/03/2018 |
| Non-Mandatory Pre-Bid Meeting | None |
| Last Date of Receipt of Questions | 06/18/2018 |
| Last Date of Receipt of Requests for Approved Equals Form | 06/18/2018 |
| Addendum Release (if required) | 06/20/2018 |
| Bid Due Date (11:00 a.m. EST) | 06/27/2018 |
| Compliance Review | 06/28/2018 – 07/05/2018 |
| Commission Award of Contract | 08/09/2018 |

3. Eligibility of Bidders

To be eligible to respond to this IFB, the proposing firm must have at least (5) five years of experience in the State of Florida to provide and complete the Work as specified herein; each Contractor must also possess the ability, knowledge, skill, judgment, management, supervision, and physical and financial resources to construct the project or provide the required services for the Contract Sum and within the Contract Time specified herein.

4. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Bidder must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions

may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

5. Licenses

To be eligible for award, the Contractor must possess at time of bid opening a Florida State General Contractor license. A Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. All Contractors 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 to verify that the Contractor is responsible and capable of completing the project or providing the service.

6. Debarred or Suspended Bidders

The Contractor (Bidder) certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

7. No Exclusive Contract/Additional Services

Contractor 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.

8. 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.

9. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor 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, act or omission of any governmental authority, delay or failure or shortage or any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing 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;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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
- D. 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 of excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor 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.

10. Warranties

10.1 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.

10.2 Warranty of Specifications

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

10.3 Warranty of Merchantability

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

10.4 Warranty of Material and Workmanship

The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from 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.

10.5 The Successful Bidder warrants to 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.

10.6 The Successful Bidder warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

10.7 The Successful Bidder warrants to the City that the consummation of the work provided for in the contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

10.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

10.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the City and the successors and assigns of the City.

11. Insurance Requirements

Throughout the term of this Contract, Successful Bidder and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

11.1 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 each accident.

11.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 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.

11.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 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.

11.4 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 – Purchasing Division
 Attn: 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 Bidders Bid Package. If Bidder is successful Bidder, then prior to commencement of Contract, Bidder must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

A copy of **any** current Certificate of Insurance should be included with your bid.

11.5 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.

12. 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.

13. Additional Items/Duties

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties 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 Contractor thirty (30) days written notice.

14. Contract Term

14.1 The initial contract period shall be for three (3) 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 not 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 Contractor 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 Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

15. Price

Bidder will quote a firm, fixed price for the items listed on the Bid Schedule page and shall submit prices electronically through the eBid System “Line Items” tab. 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. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc. All pricing MUST include delivery and be quoted FOB Destination.

16. Cost Adjustments

- 16.1 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 Contractor a reasonable reduction in costs that reflect such cost changes in the industry.
- 16.2 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 Contractor.

17. Signatures

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

18. Bid Submission

- a. Bidders shall submit their response via the eBid System (www.coconutcreek.net/purchasing). Bidder shall upload the response **as one (1) file** to the eBid System. The maximum file size is 25MB, however, that maximum applies to each file, not the bid itself. You are allowed an unlimited number of attachments with the 25MB 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 from the eBid System and no alteration of any kind has been made to the solicitation.
- c. **The bid shall be signed by a representative who is authorized to contractually bind the Bidder.** The Bidder shall sign his bid in the blank space provided. If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member

of a partnership, a notarized power-of-attorney must be on file with the City prior to opening of bids or submitted with the bid.

- d. Any bid shall be deemed non-responsive which contains materials omissions, or irregularities, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation for Bids. 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.

19. Basis of Award

- a) The Contract will be awarded to the responsive, responsible Bidder submitting the lowest acceptable bid or submitting the lowest acceptable bid in each category, New Construction and Repairs or Emergency. Responsive Bidder shall be defined as any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of exclusions or special conditions and has no alternative bids for any items unless requested in the technical specifications. Responsible Bidder shall be defined as any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate status to meet his obligations contingent to the work. The City reserves the right to award the Contract that best serves the interests of the City.
- b) If, at the time this Contract is to be awarded, the total of the lowest acceptable bid exceeds the funds estimated by the City as available, the City may reject all bids or take such other action, as best serves the City's interests.
- c) The City of Coconut Creek, Florida, reserves the right to: waive informalities in any bid, delete or add any portion of the project, or extend or reduce the project within the limits of the work involved.
- d) The City reserves the right to reject any and all bids for any reason where the City deems rejection to be in its best interest, or to reject any bid not in compliance with the Contract Documents.
- e) A recommendation will be presented to the City Commission, based on 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.
- f) All Bidders will be notified in writing 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.

20. Award of Contract

Within ninety (90) calendar days after the opening of bids, unless otherwise stated in the Invitation for Bids or Contract Documents, the City will accept one (1) of the bids or will act in accordance with Basis of Award, below. The acceptance of the bid will be by written notice of award, mailed or delivered to the office designated in the bid. In the event of failure of the lower responsible and

responsive qualified Bidder to sign and return the Contract with acceptable Performance and Payment Bonds, as prescribed herein, the City may award the Contract to the next lowest responsible and responsive qualified Bidder. Such award, if made, will be made within one hundred twenty (120) days after the opening of bids.

The City reserves the right to reject any and all bids and is not bound to accept the lowest bid. Bids are awarded by the City and its decision shall be final. No Notice of Award will be given until the City has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the bid of any Bidder who does not pass such investigation to the City's satisfaction. In analyzing bids, the City may take into consideration alternates and unit prices, if requested by the bid forms. If the Contract is awarded, the City will issue the Notice of Award and give the Successful Bidder a contract for execution or a purchase order within ninety (90) days after opening of bids.

21. Execution of Contract

The Successful Bidder shall, within ten (10) calendar days after receiving notice of award, sign and deliver to the City the Contract hereto attached together with the acceptable bonds as required in these Documents. Within ten (10) calendar days after receiving the signed Contract with acceptable bonds from the Successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

22. Inspection, Direction, and Payment

22.1 The work will be conducted under the general direction of the Utilities & Engineering Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.

22.2 Contractor shall submit invoice after each event. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Utilities & Engineering Director or designee.

22.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.

22.4 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.

22.5 It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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

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

23. Dispute Resolution

23.1 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 Contractor 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 CONTRACTOR 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.

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SECTION III GENERAL SPECIFICATIONS

1. General Requirements

The City of Coconut Creek is seeking the services of a qualified contractor(s) to demonstrate specific experience in repairs, installations and improvements to stormwater systems; and to furnish, install, and provide all materials and labor to complete the rehabilitation of these infrastructures. The scopes of work will be performed on an "as needed basis", based on the established bid pricing and as directed by the City.

Work on the City's stormwater systems will generally consist of, but not be limited to, furnishing, repairing and/or installing various types of pipe and concrete structures for stormwater conveyance systems. Installation and monitoring of dewatering systems and related restoration of landscaping, asphalt, and concrete work may be required, as needed.

The foregoing description is general in nature; specific scopes of 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's service area.

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**SECTION IV
REQUIRED FORMS**

BID REQUIREMENTS CHECKLIST

Bidder has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Invitation for Bids. Bidder shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

| Required Documents | Yes | No |
|---|--------------------------|--------------------------|
| Bidder Information | <input type="checkbox"/> | <input type="checkbox"/> |
| Bid Confirmation | <input type="checkbox"/> | <input type="checkbox"/> |
| Specifications Checklist | <input type="checkbox"/> | <input type="checkbox"/> |
| List of Subcontractors | <input type="checkbox"/> | <input type="checkbox"/> |
| References | <input type="checkbox"/> | <input type="checkbox"/> |
| Indemnification Clause | <input type="checkbox"/> | <input type="checkbox"/> |
| Non-Collusive Affidavit | <input type="checkbox"/> | <input type="checkbox"/> |
| Drug-Free Workplace Form | <input type="checkbox"/> | <input type="checkbox"/> |
| Sworn Statement on Public Entity Crimes | <input type="checkbox"/> | <input type="checkbox"/> |
| Scrutinized Companies Certification | <input type="checkbox"/> | <input type="checkbox"/> |
| E-Verify Form | <input type="checkbox"/> | <input type="checkbox"/> |
| Bidder's Qualification Statement | <input type="checkbox"/> | <input type="checkbox"/> |
| Exceptions to the Invitation for Bids | <input type="checkbox"/> | <input type="checkbox"/> |
| Bid Schedule Completed through the eBid System "Line Items" Tab | <input type="checkbox"/> | <input type="checkbox"/> |
| Certificate of Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Business Tax Receipt | <input type="checkbox"/> | <input type="checkbox"/> |
| Copies of Valid Licenses | <input type="checkbox"/> | <input type="checkbox"/> |

**CITY OF COCONUT CREEK
REHABILITATION, REPAIRS, AND NEW CONSTRUCTION SERVICES FOR
STORMWATER CONVEYANCE SYSTEMS
BID NO. 06-27-18-11**

BID SCHEDULE

**BIDDER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYSTEM “LINE ITEMS” TAB**

WWW.COCONUTCREEK.NET/PURCHASING

Notes:

1. Bidder understands that the Extended Amount for each and every item is the result of multiplying the Estimated Quantity times the Unit Cost stated in figures.
2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this Invitation for Bids. Pricing must include delivery and be quoted FOB: Destination.
3. Domestic material and supplies will be supplied by contractor at cost plus ten percent (10%) and shall be approved by City prior to installation. Invoices will be required for verification prior to starting work. Stainless steel nuts and bolts as well as corrosion resistant components are required.
4. City reserves the option to supply all or any material and supplies.
5. Any discrepancy between the written and numerical, the written prevails.

| ITEM | BID ITEM DESCRIPTION | Unit | Qty | Unit cost | Total |
|------------|---|------|-----|-----------|-------|
| 1 | Mobilization Costs, includes demobilization | LS | 1 | | |
| 2 | Record Drawings | LS | 1 | | |
| 3 | Construction Survey | LS | 1 | | |
| 4 | Pre-During-Post Construction Digital Photos | LS | 1 | | |
| 5 | M.O.T. - Residential Street | Day | 7 | | |
| 6 | M.O.T. - City Arterial Roadway | Day | 7 | | |
| 7 | M.O.T. - County or State Roadway | Day | 7 | | |
| 8 | Density Tests | EA | 6 | | |
| 9 | Proctor Tests | EA | 1 | | |
| PVC | | | | | |
| 10 | Install 12-inch Main - 0' - 6' deep | LF | 50 | | |
| 11 | Install 12-inch Main - 6' - 8' deep | LF | 50 | | |
| 12 | Install 15-inch Main - 0' - 6' deep | LF | 50 | | |
| 13 | Install 15-inch Main - 6' - 8' deep | LF | 50 | | |
| 14 | Install 18-inch Main - 0' - 6' deep | LF | 50 | | |
| 15 | Install 18-inch Main - 6' - 8' deep | LF | 50 | | |
| 16 | Install 24-inch Main - 0' - 6' deep | LF | 50 | | |
| 17 | Install 24-inch Main - 6' - 8' deep | LF | 50 | | |
| 18 | Install 36-inch Main - 0' - 6' deep | LF | 50 | | |

| | | | | | |
|-------------|---------------------------------------|----|----|--|--|
| 19 | Install 36-inch Main - 6' - 8' deep | LF | 50 | | |
| 20 | Install 36-inch Main - 8' - 10' deep | LF | 50 | | |
| CMP | | | | | |
| 21 | Install 12-inch Main - 0' - 6' deep | LF | 50 | | |
| 22 | Install 12-inch Main - 6' - 8' deep | LF | 50 | | |
| 23 | Install 15-inch Main - 0' - 6' deep | LF | 50 | | |
| 24 | Install 15-inch Main - 6' - 8' deep | LF | 50 | | |
| 25 | Install 18-inch Main - 0' - 6' deep | LF | 50 | | |
| 26 | Install 18-inch Main - 6' - 8' deep | LF | 50 | | |
| 27 | Install 24-inch Main - 0' - 6' deep | LF | 50 | | |
| 28 | Install 24-inch Main - 6' - 8' deep | LF | 50 | | |
| 29 | Install 36-inch Main - 0' - 6' deep | LF | 50 | | |
| 30 | Install 36-inch Main - 6' - 8' deep | LF | 50 | | |
| 31 | Install 36-inch Main - 8' - 10' deep | LF | 50 | | |
| HDPE | | | | | |
| 32 | Install 12-inch Main - 0' - 6' deep | LF | 50 | | |
| 33 | Install 12-inch Main - 6' - 8' deep | LF | 50 | | |
| 34 | Install 15-inch Main - 0' - 6' deep | LF | 50 | | |
| 35 | Install 15-inch Main - 6' - 8' deep | LF | 50 | | |
| 36 | Install 18-inch Main - 0' - 6' deep | LF | 50 | | |
| 37 | Install 18-inch Main - 6' - 8' deep | LF | 50 | | |
| 38 | Install 24-inch Main - 0' - 6' deep | LF | 50 | | |
| 39 | Install 24-inch Main - 6' - 8' deep | LF | 50 | | |
| 40 | Install 36-inch Main - 0' - 6' deep | LF | 50 | | |
| 41 | Install 36-inch Main - 6' - 8' deep | LF | 50 | | |
| 42 | Install 36-inch Main - 8' - 10' deep | LF | 50 | | |
| CAP | | | | | |
| 43 | Install 12-inch Main - 0' - 6' deep | LF | 50 | | |
| 44 | Install 12-inch Main - 6' - 8' deep | LF | 50 | | |
| 45 | Install 15-inch Main - 0' - 6' deep | LF | 50 | | |
| 46 | Install 15-inch Main - 6' - 8' deep | LF | 50 | | |
| 47 | Install 18-inch Main - 0' - 6' deep | LF | 50 | | |
| 48 | Install 18-inch Main - 6' - 8' deep | LF | 50 | | |
| 49 | Install 24-inch Main - 0' - 6' deep | LF | 50 | | |
| 50 | Install 24-inch Main - 6' - 8' deep | LF | 50 | | |
| 51 | Install 36-inch Main - 0' - 6' deep | LF | 50 | | |
| 52 | Install 36-inch Main - 6' - 8' deep | LF | 50 | | |
| 53 | Install 36-inch Main - 8' - 10' deep | LF | 50 | | |
| 54 | Install 42-inch Main - 0' - 6' deep | LF | 50 | | |
| 55 | Install 42-inch Main - 6' - 8' deep | LF | 50 | | |
| 56 | Install 42-inch Main - 8' - 10' deep | LF | 50 | | |
| 57 | Install 48-inch Main - 0' - 6' deep | LF | 50 | | |
| 58 | Install 48-inch Main - 6' - 8' deep | LF | 50 | | |
| 59 | Install 48-inch Main - 8' - 10' deep | LF | 50 | | |
| 60 | Install 48-inch Main - 10' - 12' deep | LF | 50 | | |

| | | | | | |
|--|---------------------------------------|----|----|--|--|
| 61 | Install 60-inch Main - 0' - 6' deep | LF | 50 | | |
| 62 | Install 60-inch Main - 6' - 8' deep | LF | 50 | | |
| 63 | Install 60-inch Main - 8' - 10' deep | LF | 50 | | |
| 64 | Install 60-inch Main - 10' - 12' deep | LF | 50 | | |
| 65 | Install 60-inch Main - 12' - 15' deep | LF | 50 | | |
| 66 | Install 72-inch Main - 0' - 6' deep | LF | 50 | | |
| 67 | Install 72-inch Main - 6' - 8' deep | LF | 50 | | |
| 68 | Install 72-inch Main - 8' - 10' deep | LF | 50 | | |
| 69 | Install 72-inch Main - 10' - 15' deep | LF | 50 | | |
| RCP | | | | | |
| 70 | Install 12-inch Main - 0' - 6' deep | LF | 50 | | |
| 71 | Install 12-inch Main - 6' - 8' deep | LF | 50 | | |
| 72 | Install 15-inch Main - 0' - 6' deep | LF | 50 | | |
| 73 | Install 15-inch Main - 6' - 8' deep | LF | 50 | | |
| 74 | Install 18-inch Main - 0' - 6' deep | LF | 50 | | |
| 75 | Install 18-inch Main - 6' - 8' deep | LF | 50 | | |
| 76 | Install 24-inch Main - 0' - 6' deep | LF | 50 | | |
| 77 | Install 24-inch Main - 6' - 8' deep | LF | 50 | | |
| 78 | Install 36-inch Main - 0' - 6' deep | LF | 50 | | |
| 79 | Install 36-inch Main - 6' - 8' deep | LF | 50 | | |
| 80 | Install 36-inch Main - 8' - 10' deep | LF | 50 | | |
| 81 | Install 42-inch Main - 0' - 6' deep | LF | 50 | | |
| 82 | Install 42-inch Main - 6' - 8' deep | LF | 50 | | |
| 83 | Install 42-inch Main - 8' - 10' deep | LF | 50 | | |
| 84 | Install 48-inch Main - 0' - 6' deep | LF | 50 | | |
| 85 | Install 48-inch Main - 6' - 8' deep | LF | 50 | | |
| 86 | Install 48-inch Main - 8' - 10' deep | LF | 50 | | |
| 87 | Install 48-inch Main - 10' - 12' deep | LF | 50 | | |
| 88 | Install 60-inch Main - 0' - 6' deep | LF | 50 | | |
| 89 | Install 60-inch Main - 6' - 8' deep | LF | 50 | | |
| 90 | Install 60-inch Main - 8' - 10' deep | LF | 50 | | |
| 91 | Install 60-inch Main - 10' - 12' deep | LF | 50 | | |
| 92 | Install 60-inch Main - 12' - 15' deep | LF | 50 | | |
| 93 | Install 72-inch Main - 0' - 6' deep | LF | 50 | | |
| 94 | Install 72-inch Main - 6' - 8' deep | LF | 50 | | |
| 95 | Install 72-inch Main - 8' - 10' deep | LF | 50 | | |
| 96 | Install 72-inch Main - 10' - 15' deep | LF | 50 | | |
| Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City-approved coatings (inside and out) at a depth of: | | | | | |
| 97 | 0' - 4' deep | EA | 1 | | |
| 98 | 4' - 6' deep | EA | 1 | | |
| 99 | 6' - 8' deep | EA | 1 | | |
| 100 | 8' - 10' deep | EA | 1 | | |
| 101 | 10' - 12' deep | EA | 1 | | |

| Install new FDOT approved Standard Precast Concrete 60" diameter Manhole Structure to include Bench and Ring and Cover including City-approved coatings (inside and out) at a depth of: | | | | | |
|--|---|-----|-----|--|--|
| 102 | 0' - 4' deep | EA | 1 | | |
| 103 | 4' - 6' deep | EA | 1 | | |
| 104 | 6' - 8' deep | EA | 1 | | |
| 105 | 8' - 10' deep | EA | 1 | | |
| 106 | 10' - 12' deep | EA | 1 | | |
| Install new FDOT approved Standard Precast Concrete 48" Inlet structure "C" and "E" w/frame and grate at a depth of: | | | | | |
| 107 | 0' - 4' deep | EA | 1 | | |
| 108 | 4' - 6' deep | EA | 1 | | |
| 109 | 6' - 8' deep | EA | 1 | | |
| 110 | Optional Pollution Control Device (Baffle) | EA | 1 | | |
| Install new FDOT approved Standard Precast Concrete 48" Inlet structure "J" w/frame and grate at a depth of: | | | | | |
| 111 | 0' - 4' deep | EA | 1 | | |
| 112 | 4' - 6' deep | EA | 1 | | |
| 113 | 6' - 8' deep | EA | 1 | | |
| 114 | 8' - 12' deep | EA | 1 | | |
| 115 | Optional Pollution Control Device (Baffle) | EA | 1 | | |
| Miscellaneous | | | | | |
| 116 | Install Pollution Control Device (Baffle) to existing 48" structure | EA | 1 | | |
| 117 | Furnish & install Bahia sod | SF | 500 | | |
| 118 | Furnish & install Floratam sod | SF | 500 | | |
| 119 | Furnish Operator and Water truck to irrigate sod | HR | 3 | | |
| 120 | Asphalt pavement removal including disposal | SF | 100 | | |
| 121 | Asphalt Overlay, Type SP 9.5 | TN | 5 | | |
| 122 | Asphalt, 1" type S-3, Surface Course | TN | 5 | | |
| 123 | FDOT Flowable Fill | CY | 10 | | |
| 124 | 6" Limerock/crushed concrete base, primed, T-180, LBR 40 @ 98% | SY | 100 | | |
| 125 | 8" Limerock/crushed concrete base, primed, T-180, LBR 40 @ 98% | SY | 100 | | |
| 126 | 12" compacted subgrade, 98%, T-180 | SY | 100 | | |
| CCTV Services | | | | | |
| 127 | TV Storm Drain, 0" - 48", including log and certified written report | LF | 500 | | |
| 128 | TV Storm Drain, 49" -72", including log and certified written report | LF | 500 | | |
| 129 | Clean culvert box from debris and bituminous material removal | Ton | 1 | | |
| 130 | Vacuum of Continuous Deflection Separation (CDS) systems removal of debris and bituminous materials | Ton | 1 | | |
| Pipe Plug Installation & Removal | | | | | |
| 131 | 0" to 12" cross/Side Drain or Equivalent Elliptical Circumference | Day | 1 | | |
| 132 | 15" to 30" cross/Side Drain or Equivalent Elliptical Circumference | Day | 1 | | |
| 133 | 36" to 42" cross/Side Drain or Equivalent Elliptical Circumference | Day | 1 | | |
| 134 | 48" to 60" cross/Side Drain or Equivalent Elliptical Circumference | Day | 1 | | |
| 135 | 72" to 96" cross/Side Drain or Equivalent Elliptical Circumference | Day | 1 | | |
| 136 | 48" to 96" Mud Plug Install AND Remove | EA | 1 | | |
| Pumping | | | | | |
| 137 | 4" Hydraulic Pump -up to 1,000' of discharge hose | Hr | 10 | | |

| | | | | | |
|--|--|-----|-----|--|--|
| 138 | 6" Hydraulic Pump -up to 1,000' of discharge hose | Hr | 10 | | |
| 139 | 8" Hydraulic Pump -up to 1,000' of discharge hose | Hr | 10 | | |
| Cleaning of Drain Pipe - Any Material | | | | | |
| 140 | up to 24" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 141 | up to 36" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 142 | up to 48" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 143 | up to 60" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 144 | up to 72" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 145 | up to 84" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| 146 | up to 96" Pipe or equivalent Elliptical Circumference | LF | 100 | | |
| Cured-in-Place Pipe (CIPP) Rehabilitation | | | | | |
| 147 | 15" Pipe x 6.7 mm minimum - up to 6' deep | LF | 100 | | |
| 148 | 15" Pipe x 8.2 mm minimum - up to 12' deep | LF | 100 | | |
| 149 | 18" Pipe x 8.1 mm minimum - up to 6' deep | LF | 100 | | |
| 150 | 18" Pipe x 9.7 mm minimum - up to 12' deep | LF | 100 | | |
| 151 | 24" Pipe x 10.1 mm minimum - up to 6' deep | LF | 100 | | |
| 152 | 24" Pipe x 12.4 mm minimum - up to 12' deep | LF | 100 | | |
| 153 | 30" Pipe x 13.5 mm minimum - up to 6' deep | LF | 100 | | |
| 154 | 30" Pipe x 15.4 mm minimum - up to 12' deep | LF | 100 | | |
| 155 | 36" Pipe x 17.2 mm minimum - up to 6' deep | LF | 100 | | |
| 156 | 36" Pipe x 18.1 mm minimum - up to 12' deep | LF | 100 | | |
| 157 | 42" Pipe x 20.9 mm minimum - up to 6' deep | LF | 100 | | |
| 158 | 42" Pipe x 20.6 mm minimum - up to 12' deep | LF | 100 | | |
| 159 | 48" Pipe x 25.2 mm minimum - up to 6' deep | LF | 100 | | |
| 160 | 48" Pipe x 22.6 mm minimum - up to 12' deep | LF | 100 | | |
| 161 | 54" Pipe x 28.2 mm minimum - up to 6' deep | LF | 100 | | |
| 162 | 54" Pipe x 24.7 mm minimum - up to 12' deep | LF | 100 | | |
| 163 | 60" Pipe x 30.3 mm minimum - up to 6' deep | LF | 100 | | |
| 164 | 60" Pipe x 27.3 mm minimum - up to 12' deep | LF | 100 | | |
| 165 | 66" Pipe x 31.6 mm minimum - up to 6' deep | LF | 100 | | |
| 166 | 66" Pipe x 29.1 mm minimum - up to 12' deep | LF | 100 | | |
| 167 | 72" Pipe x 30.4 mm minimum | LF | 100 | | |
| 168 | 84" Pipe x 35.5 mm minimum | LF | 100 | | |
| 169 | 96" Pipe x 40.6 mm minimum | LF | 100 | | |
| Other Miscellaneous Services | | | | | |
| 170 | Construct Rip Rap Head Wall w/o 6" concrete cap | SF | 10 | | |
| 171 | Construct Rip Rap Head Wall w/6" concrete cap | SF | 10 | | |
| 172 | Install Rip Rap (80-lb bag) | Bag | 50 | | |
| 173 | Equipment Operator, wheeled and/or tracked | HR | 10 | | |
| 174 | Laborer | HR | 10 | | |
| 175 | Pipe Layer | HR | 10 | | |
| 176 | Diving Crew (3-man team) - certified | HR | 10 | | |
| 177 | Crane - up to 100 tons w/operator | HR | 10 | | |
| 178 | Long reach tracked excavator (60' or greater) w/operator | HR | 10 | | |
| 179 | Front end Loader and/or Backhoe w/operator | HR | 10 | | |

| | | | | | |
|--------------|---|-----|-----|--|--|
| 180 | Bulldozer w/operator | HR | 10 | | |
| 181 | Double Drum Compactor w/operator | HR | 10 | | |
| 182 | Vibrator Plate Compactor | HR | 10 | | |
| 183 | Air Compressor w/jack hammer - 100CFM | HR | 10 | | |
| 184 | De-watering setup and equipment / Well-Point | Day | 7 | | |
| 185 | Pressure Grout Injection | EA | 1 | | |
| 186 | Silt Screen Installation & Removal | LF | 500 | | |
| 187 | Regular Excavation | SY | 25 | | |
| 188 | Removal and Disposal, Non-contaminated Material | SY | 25 | | |
| 189 | Root Barrier, F&I | LF | 100 | | |
| 190 | Sprinkler Heads pop-up and Rotating, F&I | EA | 10 | | |
| 191 | 3/4" PVC Pipe, SCH 40, F&I | LF | 10 | | |
| 192 | 1" PVC Pipe, SCH 40, F&I | LF | 10 | | |
| 193 | 2" PVC Pipe, SCH 40, F&I | LF | 10 | | |
| 194 | 3" PVC Pipe, SCH 40, F&I | LF | 10 | | |
| 195 | 4" PVC Pipe, SCH 40, F&I | LF | 10 | | |
| 196 | Floating Turbidly Barrier | LF | 50 | | |
| 197 | Inlet Protection System | EA | 1 | | |
| 198 | Non-categorized contract items markup (up to 10%) | % | 1 | | |
| TOTAL | | | | | |

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust 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, 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 their response. Vendors are not to add notations such as "+3% service fee" in their response. All 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.

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Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek’s Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here’s How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What’s In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

| Visa® Rate | Purchase Card Level 2 | Purchase Card Level 3 | Large Ticket Rate |
|--------------------------------|-----------------------|-----------------------|-------------------|
| *Interchange Rate | 2.00% + \$0.05 | 1.80% + \$0.10 | 1.45% + \$35.00 |
| *Assessment Fee | 0.0925% | 0.0925% | 0.0925% |
| SunTrust Merchant Services Fee | 0.20% | 0.20% | 0.20% |
| *Effective Rate | 2.33% | 2.13% | 1.78% |

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

| Type | Solution Name | Price |
|----------------------------|-------------------|---|
| Software-based Application | Payment Software | Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00 |
| Internet-based Solution | Global Gateway e4 | Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05 |

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

BID SHEETS

PROJECT NAME: Rehabilitation, Repairs, and New Construction Services for Stormwater Conveyance Systems

PROJECT NO.: Bid No. 06-27-18-11

THIS BID SUBMITTED BY: _____
Company Name

Authorized Company Representative

Address

City, State, Zip

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price on an as needed basis and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of City's Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

| | |
|--------------------|--------------|
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
 - (b) Bidder has familiarized himself with the nature and extent of the contract documents, work, site, locality, and all local conditions and law and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (d) Bidder has reviewed and checked all information and data shown or indicated on the

Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given Purchasing and Contracts Manager written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution by the Purchasing and Contracts Manager is acceptable to Bidder.
- (g) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

4. Bidder will complete the work for the following price:

Total Amount (1through 198) \$ _____

_____ Total Amount Written

5. Communications concerning this bid shall be addressed to:

Company Name: _____

Bidder's Name: _____

Bidder's Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Web Address: _____

BIDDER INFORMATION

Company Name: _____

Federal Tax I.D. No.: _____

Bidder's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

| | |
|--------------------|--------------|
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |

Part II:

No Addendum was received in connection with this bid.

It is understood and agreed by Bidder that the City reserves the right to reject any and all Bids, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the Bid or in the Bids received as a result of the Bid. It is also understood and agreed by the Bidder that by submitting a bid, Bidder shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Bidder's Authorized Signature

Date

Bidder's Printed Name

REFERENCES

The following is a list of at least four (4) references that Bidder has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____

2. Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____

3. Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____

4. Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Email Address: _____
Telephone: _____ Fax: _____
Scope of Work: _____

NOTE: Additional references may be attached and provided.

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

Bidder's Signature

Company Name

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with Bid No. 06-27-18-11 for Rehabilitation, Repairs, and New Construction Services for Stormwater Conveyance Systems.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
 - The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)

10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.

11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Phone

Date

E-VERIFY FORM

Project Name: Rehabilitation, Repairs, and New Construction Services for Stormwater
Conveyance System
Project Number: Bid No. 06-27-18-11

Vendor/Consultant/Contractor 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 Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract and
- (b) all persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor 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.

Company/Firm Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

BIDDER'S QUALIFICATIONS

NOTE: This statement of Bidder's Qualifications must be completely filled out, properly executed and returned as part of your bid.

- 1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Federal Tax I.D.: _____

Principals: _____ Titles: _____

- 2. a. Are you licensed, as may be required, in the designated area(s) of Broward County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

- 3. How long has your company been in business and so licensed? _____

- 4. If Bidder is an **individual** or a **partnership**, answer the following: _____

- a. Date of organization: _____

BIDDER'S QUALIFICATIONS

b. Name, address and Ownership percentage of all partners:

c. State whether general or limited partnership: _____

If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a contract?

Yes _____ No _____

BIDDER'S QUALIFICATIONS

- b. If so, give particulars including circumstances, where and when, name of bonding company, name and address of City and disposition of matter:

- 8. **Litigation/Judgments/Settlements/Debarments/Suspensions:**
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from doing business with any government agency and/or professional board.

- 9. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

- 10. List name and title of persons in your company who are authorized to enter into a contract with the City of Coconut Creek, Florida for the proposed work should your company be the Successful Bidder.

Name: _____

Title: _____

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

12. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

13. Have you personally inspected the site of the proposed work? Yes No

14. Do you have a complete set of documents, including drawings and addenda, if applicable? Yes No

15. Did you attend the pre-bid conference if any such conference was held? Yes No
No Conference Held

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the City of Coconut Creek, Florida to verification of the recitals comprising this statement of the Bidder's qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Contractor

BIDDER'S QUALIFICATIONS

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Witness

Contractor Signature

Construction Industry Licensing Board

Registration No.: _____

Certification No.: _____

Qualifying Individual: _____

