

INVITATION TO BID
ITB 25-ES-01
PARK AVE. BOOSTER STATION REHAB AND DEMO.

City of Edgewater, Florida
104 North Riverside Drive
Edgewater, FL 32132

RELEASE DATE: March 17, 2025

DEADLINE FOR QUESTIONS: April 7, 2025

RESPONSE DEADLINE: April 30, 2025, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/edgewater>

City of Edgewater, Florida
INVITATION TO BID
Park Ave. Booster Station Rehab and Demo.

1. City of Edgewater.....
2. Introduction.....
3. Instruction for Bid
4. Scope of Work
5. Terms and Conditions
6. Insurance Requirements
7. Contract/Agreement & All Required Forms
8. Submittal Requirements
9. Funding Source Requirements
- 10.Total Pricing Form.....
- 11.Vendor Questionnaire.....

Attachments:

- A - PARK AVE BID SET_3.12.2025
- B - Project Manual - EW_Park Ave Booster Station BID Specs 3.12.2025
- C - Funding Agreement Edgewater DW640550
- D - SupplementaryConditions_EM_Contract
- E - EPA Signage - guidelines_for_enhancing_public_awareness
- F - American Iron and Steel Guidance Document
- G - AIS Step Certification form
- H - 33 10 13 Split Case Centrifugal Pumps

1. City of Edgewater

1.1. Legal Notice

Notice is hereby given that the City of Edgewater is accepting Sealed Bids via the City's e-Procurement Portal, OpenGov for Park Ave. Booster Station Rehab and Demo, located at 2605 West Park Ave, (Latitude / Longitude: 28°58'58.29"N, 80°55'56.60"W). Bids will be received until 10:00 am, on Wednesday, April 30, 2025.

ITB 25-ES-01

"Park Ave. Booster Station Rehab and Demo."

The City of Edgewater has issued this Invitation to Bid (hereinafter, "ITB") with the sole purpose and intent of obtaining bids from qualified and licensed State of Florida Contractors to provide all permits, insurance, manpower, material and supervision for the Park Ave. Booster Station Rehab and Demo., in accordance with the terms and conditions herein. The successful bidder will hereinafter be referred to as the "Contractor".

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

A non-mandatory pre-bid conference will be held on Wednesday, March 26, 2025, commencing promptly at 10:00 am, and will be held in person as well as via Zoom.

PLEASE NOTE - an onsite visit will occur immediately after the Pre-Bid conference. This visit will NOT be available via Zoom. A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work.

All required documents shall be completed and submitted through the City's e-Procurement Portal.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City's e-Procurement Portal, on the City of Edgewater Finance website: www.cityofedgewater.org, and in the Lobby of City Hall on Monday, March 17, 2025.

1.2. Funding

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and 40 CFR 33 Disadvantaged Business Enterprises (DBE). Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable

for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

2. Introduction

Thank you for your interest in doing business with the City of Edgewater, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded respondent must be registered with the Florida Department of State and licensed to do business in the State of Florida.

2.1. Summary

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

The City of Edgewater is seeking bids from qualified contractors for the construction and demolition of the Park Ave. Booster Station, located at 2605 West Park Ave, (Latitude / Longitude: 28°58'58.29"N, 80°55'56.60"W). The project includes the removal of the existing booster station and construction of new booster station. Contractor to provide all permits, insurance, labor, equipment, materials and supervision for the project.

2.2. Background

The City serves an area of about 25 square miles with a population of approximately 24,334. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater's Comprehensive Annual Financial Report for fiscal year 2023 and in the City's Annual Budget for fiscal year 2025. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

Facility was originally constructed in 1978 as the City of Edgewater's water treatment plant and in 1992, it was reconfigured as a booster station maintaining most of it's original components. It has exceeded it's functional operating life expectancy and is currently in need of replacement.

2.3. Contact Information

Purchasing Department

Purchasing
104 N Riverside Drive
Edgewater, FL 32132
Email: purchasing@cityofedgewater.org
Phone: [\(386\) 424-2400](tel:3864242400)

Department:

Environmental Services

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the ITB process.

Issue ITB	March 17, 2025
Pre-Bid Conference (Non-Mandatory)	<p>March 26, 2025, 10:00am</p> <p>The Pre-Bid Conference will be held in person as well as via Zoom:</p> <p>City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>Join Zoom Meeting https://us06web.zoom.us/j/86743597319?pwd=4CfM61yIXfSunnUsXlXzYBfWZrwNh.1</p> <p>Meeting ID: 867 4359 7319 Passcode: 023021</p> <p>One tap mobile +13052241968,,86743597319# US</p> <p>Dial by your location</p> <ul style="list-style-type: none">• 833 548 0282 US Toll-free• 877 853 5247 US Toll-free• 888 788 0099 US Toll-free• 833 548 0276 US Toll-free <p>PLEASE NOTE - an onsite visit will occur immediately after the Pre-Bid meeting. This site visit will NOT be available via Zoom.</p> <p>A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work.</p>
Deadline for Questions	April 7, 2025, 2:00pm

Addendum Due	April 16, 2025, 4:30pm
Bid Due Date/Opening	<p>April 30, 2025, 10:00am</p> <p>All Bids must be submitted via the electronic bid platform - OpenGov.</p> <p>The Bid Opening will be held in person as well as via Zoom:</p> <p>City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>Join Zoom Meeting https://us06web.zoom.us/j/85897207501?pwd=z51aQa1NolD0z7pV5lXdtFnKueiFYC.1</p> <p>Meeting ID: 858 9720 7501 Passcode: 373332</p> <p>One tap mobile +13052241968,,85897207501# US</p> <p>Dial by your location</p> <ul style="list-style-type: none"> • 888 788 0099 US Toll-free • 833 548 0276 US Toll-free • 833 548 0282 US Toll-free • 877 853 5247 US Toll-free
Notice of Recommendation	May 12, 2025
Contractor Selection Date/Council Meeting	June 2, 2025

3. Instruction for Bid

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

3.1. Delivery of Bids

All Bids are to be delivered before 10:00 am, local time, on or before Wednesday, April 30, 2025 via the City's e-Procurement Portal, [OpenGov](#).

Bids received after the designated time will not be allowed on the [City's eProcurement Portal](#). For further information, please e-mail the purchasing department at purchasing@cityofedgewater.org.

There is no expressed or implied obligation for the City of Edgewater to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

3.2. Inquiries

All questions related to this ITB shall be submitted in writing through the Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, April 7, 2025 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing and posted in the [City's e-Procurement portal](#). All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the [City's e-Procurement Portal](#).

When asking questions, please be sure to enter each question separately.

3.3. Method of Source Selection

The City is using the Competitive Sealed Bids methodology of source selection for this procurement, as authorized by Resolution 2023-R-05 establishing and adopting the City Purchasing Policy. Each bid will be reviewed to determine if the bid is responsive to the ITB. Bids deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). ITB's that are solely priced based will be reviewed by the Purchasing Specialist and Project Manager and will not be subject to the Evaluation Committee process. A responsive bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a bid without evaluation, such substandard submissions may adversely impact the evaluation of a Bid. Respondents who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

3.4. Pre-Bid Conference

A non-mandatory pre-bid conference will be held on Wednesday, March 26, 2025, commencing promptly at 10:00 am, and will be held: The Pre-Bid Conference will be held in person as well as via Zoom: City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132 Join Zoom Meeting <https://us06web.zoom.us/j/86743597319?pwd=4CfM61yIXfSunxUsXIXzYBfWZrWNh.1> Meeting ID: 867 4359 7319 Passcode: 023021 One tap mobile +13052241968,,86743597319# US Dial by your location • 833 548 0282 US Toll-free • 877 853 5247 US Toll-free • 888 788 0099 US Toll-free • 833 548 0276 US Toll-free PLEASE NOTE - an onsite visit will occur immediately after the Pre-Bid meeting. This site visit will NOT be available via Zoom. A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work..

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the ITB with all prospective bidders having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the ITB. Only written responses to written questions will be considered official, and will be included as part of the ITB.

All prospective bidders are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation.

A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work.

3.5. Compliance with the ITB

Proposals must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification.

3.6. Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this ITB, Bidder acknowledges these conditions include Insurance Requirements.

It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's firm. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Bidder.

The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's Bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

3.7. Bid Bonding Requirements

Bid Bond: A copy shall be uploaded with proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of five percent (5%) of the total proposal price. Alternately a, cashiers' check or cash bond can be posted with the City Clerk. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

The lowest responsible/responsive bidder agrees to produce the hard copy original Bid Bond, prior to the Notice of Recommendation or Council Hearing date, if requested by the City. Failure to do so may result in the bid being deemed non-responsive.

If vendor selects to submit a cashiers' check or cash bond as a requirement of this Invitation to Bid, must be received by the City no later than Wednesday, April 30, 2025, 10:00 am, addressed to:

City of Edgewater
City Clerk
104 North Riverside Drive
Edgewater, Florida 32132

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Proposers. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid closing date thereof. If a Bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

3.8. Payment and Performance Bonding Requirements

Performance and Payment Bonds: Bonds are required to be recorded by the Proposer prior to submitting it to the City. The recorded Bonds shall be submitted to the City Clerks office within 15 days of award of the contract by Proposers receiving award and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval. Bond shall be written to City of Edgewater.

3.9. Delivery of Bid

All Bids are to be submitted electronically via the City's e-Procurement Portal no later than 10:00 am, local time, on or before Wednesday, April 30, 2025.

The City shall not bear the responsibility for Bids submitted past the stated date and/or time indicated, or delivered though any other means. to an incorrect address by bidder's personnel.

3.10. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- A. Invitation to Bid issued.
- B. Subsequent to the closing of bids, the Department and the Purchasing Specialist shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published ITB
- C. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
- D. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- E. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

- F. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

3.11. Ambiguity, Conflict, or Other Errors in the ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, Bidder shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this ITB from the Finance Department.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting the Proposal or it shall be waived.

3.12. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its Bid in response to this ITB, nor for the presentation of its Bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

3.13. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any bid, to reject any or all bids, to re solicit for bids, if desired, and upon recommendation and justification by the City to accept the bid which in the judgment of the City is deemed the most advantageous for the public and the City.

Any bid which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re advertise using the same or revised documentation, at its sole discretion.

3.14. Prohibition against considering social political or ideological interests in government contracting

Per Florida Statute 287.05701 - The awarding body may not give preference to a vendor based on the vendors social, political or ideological interests.

3.15. Requests for Clarification of Bids

Requests by the Purchasing Specialist to a bidder(s) for clarification of Proposal(s) shall be in writing. Bidder's failure to respond to request for clarification may deem bidder to be non-responsive, and may be just cause to reject its bid.

3.16. Validity of Bids

To withdraw a bid through the [City's e-Procurement Portal](#), the responding firm may "unsubmit" their bid in [OpenGov](#). After withdrawing a previously submitted bid, the responding firm may submit another bid at any time up to the deadline for submitting bids.

No Bid can be withdrawn after the deadline for submitting bids.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

4. Scope of Work

4.1. General Description of Specifications

The City is seeking Bids from qualified and licensed State of Florida Contractor to provide all permits, insurance, manpower, material and supervision for the Park Ave. Booster Station Rehab and Demo, located at 2605 West Park Ave, (Latitude / Longitude: 28°58'58.29"N, 80°55'56.60"W). The project includes the removal of the existing booster station and construction of new booster station. The successful bidder will hereinafter be referred to as the "Contractor".

The Engineer's Estimate is \$3,960,000.00.

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

4.2. Eligibility

The Contractor is required to possess the correct professional license, business tax receipt, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, rules and regulations of any kind.

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents.

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request.

4.3. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract.

Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with the safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. Contractor shall repair or restore all structures and property that may be damaged or disturbed during the performance of the Work.
2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made, therefore.
3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

4.4. Scope of Work

Detailed scope of work is defined in Attachments as follows:

Attachment A - PARK AVE BID SET_3.12.2025

*On Detail Sheet M-502 of Attachment A- PARK AVE BID SET_3.12.2025:
two (2), three-ton Mitsubishi (or approved equal) Mini splits should be installed in lieu of the proposed 5 Ton Packaged Unit shown.

Attachment B - Project Manual - EW_Park Ave Booster Station BID Specs 3.12.2025

*Update to Project Manual section 33 10 13 Split Case Centrifugal Pumps uploaded as Attachment H

5. Terms and Conditions

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

5.1. Construction Timeline

The Contractor agrees to commence work within Thirty (30) consecutive calendar days after the date of the Notice to Proceed (NTP) letter and shall complete the work within: NTP to Substantial Completion = Two Hundred Seventy (270) consecutive calendar days; NTP to Final Completion = Three Hundred (300) consecutive calendar days.

5.2. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

5.3. Licenses

The Contractor is required to possess the correct professional license, business tax receipt, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents.

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <https://dos.fl.gov/>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

A Contractor, with an office within the City of Edgewater is also required to have a local City of Edgewater business tax receipt and certificate of use.

If you have questions regarding required professional licenses or local Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400 extension 1305.

5.4. Principals/Collusion

By submission of this Proposal, the undersigned, as Bidder, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

5.5. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

5.6. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

5.7. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by the Contractor on thirty (30) days prior written notice.

5.8. Termination

Should the Contractor be found to have failed to perform services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) days written notice. The City shall be sole judge of non performance.

5.9. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

5.10. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5.11. Lobbying

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council or any other City Staff other than the Purchasing Specialist for such purposes as meeting or introduction, luncheons, dinners, etc. During

the process, from time of advertisement to final Council approval, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.12. Single Proposal

Each Bidder must submit, with their bid, the required forms included in this ITB. Only one bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

5.13. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures. NOTE: Protest Procedures are time sensitive and can be found via this link: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

5.14. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.15. Immigration Reform and Control Act

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act ("INA")).

Bidder acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

5.16. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

5.17. Other Agencies

All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

5.18. Conflict of Interest Disclosure

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their bid/proposal to the City of Edgewater the name of any officer, director, or agent who is also an employee of the City of Edgewater (hereinafter the "City"). Furthermore, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

5.19. Drug-Free Workplace Provisions

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

In accordance with Florida Statue 287.087, firm certifies that:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

5.20. Public Entity Crimes Notification

Florida Statutes, Paragraph 287.133(2)(a), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.21. Non-Collusive Affidavit

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Edgewater. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

5.22. Employment Eligibility Verification System (E-Verify) Acknowledgment

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.23. Scrutinized Vendor Certification

Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Edgewater, that it:

- 1. Does not 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 as identified in Section 287.135, F.S.

Submitting a false certification shall be deemed a material breach of contract. The City of Edgewater shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

5.24. No Lobbying Notification

All consultants, firms or individuals are hereby placed on notice that any communication, whether written or oral, with City of Edgewater elected officials or any other staff or outside individuals working with the City in respect to this request (with exception of the Purchasing personnel designated to receive requests for interpretation or corrections) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, qualifications and/or any other solicitations released by the City of Edgewater. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such time as the City of Edgewater, Mayor, and City Council have made a final and conclusive determination.

5.25. Debarment and Suspension Certification

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this submittal.

5.26. Public Act 2016-20 Public Records Requirements

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the

requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

5.27. Purchase Order Number

This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.

5.28. Acceptance

All terms and conditions of this purchase order shall become part of the contract between the city of Edgewater and the vendor/seller; the vendor's/seller's different or additional terms will never become part of this contract.

5.29. Delivery, Title & Risk of Loss

Title shall pass to the City of Edgewater on delivery of the conforming goods to the designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller. Delivery shall not be complete until the goods and or services have been received, inspected, and accepted by the City of Edgewater.

Collect shipments will not be accepted in the event that the city agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original bill must be included with the invoice.

5.30. Warranty

The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the city's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.

5.31. Remedies

Regardless of whether goods are being sold, licensed or leased or whether services are being performed, the vendor/seller and the City of Edgewater agree that both parties have all the uniform commercial code rights, duties, and remedies available.

5.32. Conflict of Laws

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF EDGEWATER AND THE STATE OF FLORIDA.

5.33. Modifications

No modification in price, delivery, method or schedule, quantity, quality, specifications, or any other term of the contract will be effective unless agreed to in writing and signed by an authorized purchasing agent.

5.34. Taxes

The City of Edgewater Florida is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments.

State of Florida sales tax exemption number: 85-8013848356C7

Federal Employee Identification number: 59-6000-314

5.35. Patents & Royalties

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS

COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

5.36. Invoicing/Payments

Furnish all invoices in duplicate and mail to the address indicated on the front. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice. Unless previously agreed upon by both the city and vendor, all invoicing and payments will be as outlined in the Local Government Prompt Payment Act (FS 218. Part VII).

5.37. Prices

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

5.38. Clean Hands

By accepting this contract, the seller warrants that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Edgewater code and do not owe the city any past due debt. The seller specifically agrees that the city may withhold any money owed the seller from this contract for any existing code violations and/or past due debt. If the seller misrepresents the status of the business, any officer or significant stakeholder, the city will consider this a material defect of this contract and shall have the right to immediately terminate it.

5.39. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract
- i. The number and scope of conditions attached to the bid.

j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

6. Insurance Requirements

6.1. Indemnification

The Contractor/Vendor/Consultant shall indemnify and hold harmless the City, including its elected and non-elected officials, officers, employees, agents, and volunteers from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Vendor/Consultant or its subcontractors, agents, employees or any person employed or utilized by Contractor/Vendor/Consultant in the performance of Contractor/Vendor/Consultant's obligations under this Contract.

6.2. Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.	
2. Commercial General Liability including Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form Aggregate with no limiting endorsements.	\$1,000,000 per occurrence/ \$2,000,000
3. Automobile Liability owned/Hired Automobile Included	\$ 1,000,000 Each Occurrence Owned/Non
4. Other Insurance as indicated below: Errors and Omissions or Professional Liability	\$ 1,000,000 Per Claim
5. Aircraft Liability (if applicable)	\$ 1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
6. Pollution Liability (if applicable)	\$ 1,000,000 Per Claim
7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.	
8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability, Automobile Liability, and Pollution Liability where required.	
9. Waiver of Subrogation in favor of the City of Edgewater on the General Liability, Automobile Liability, and Workers Compensation policies.	

10. The City of Edgewater shall be named as the Certificate Holder. NOTE The "Certificate Holder" should read as follows:

City of Edgewater

Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

11. Thirty (30) Days Cancellation Notice required.

The Certificate must state the following:: ITB 25-ES-01 and Park Ave. Booster Station Rehab and Demo..

7. Contract/Agreement & All Required Forms

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

7.1. Contract Award

The City has developed standard contracts/agreements. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

7.2. Required Forms

All required documents are listed in the [Vendor Response](#) . Please review carefully.

8. Submittal Requirements

8.1. Response Format - Overview

The bid shall be deemed an offer to provide services to the City. In submitting a bid, the Bidder declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this ITB. Any portions of the bid that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's approach and ability to meet the City's needs, as stated in the ITB.

The items listed as required forms shall be submitted with each bid and should be submitted as required in this solicitation. Failure by a bidder to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested services shall be detailed in the format requested on the Total Pricing Form in [OpenGov](#).

8.2. Statement of Litigation

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

8.3. Location and Accessibility

The Bidder shall provide the name of office location of the account executive directly responsible for handling the City's account. Description of the current corporation of the account executives personal book of business including the following:

- A. Number of accounts for which the account executive is responsible.
- B. How the City's account would compare in size and scope to other clients of the agent/broker.
- C. Steps the account executive or firm will take to assure that proper attention will be given to the City's account as your volume of business grows.

8.4. Documents

Professional Certifications/Licenses.

8.5. Required Forms

See [Contract/Agreement and All Required Forms](#) .

8.6. Total Pricing Form

All pricing must be entered and submitted through the City's e-procurement system. All lines must be bid.

8.7. Bid Evaluation Committee and Evaluation Factors

As previously stated, award of contract shall be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

8.8. Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Edgewater, these services should be identified and included in the request response.

8.9. Tie Breaker

In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Bidder, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Bidder within the city limits or principal office closest to City Hall.

9. Funding Source Requirements

This section has been added should any Park Ave. Booster Station Rehab and Demo. be required for various grant funded projects. Additionally language and requirements may be needed in the form of an addendum to the agreement, based on funding source requirements.

This project is funded by the EPA. Proposers must meet all State and Federal requirements.

See Attachments:

C - Funding Agreement Edgewater DW640550

D - SupplementaryConditions_EM_Contact

9.1. REMEDIES FOR CONTRACTOR'S BREACH (all contracts in excess of \$250,000)

- a. In the event any deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CITY OF EDGEWATER may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CITY OF EDGEWATER, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CITY OF EDGEWATER shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- b. In the event Contractor fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CITY OF EDGEWATER's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a) above shall apply.
- c. If the CITY OF EDGEWATER terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CITY OF EDGEWATER, in addition to any other remedy CITY OF EDGEWATER may have available to it, for any loss or damage sustained and cost incurred by the CITY OF EDGEWATER in procuring any items or services that Contractor agreed to supply.
- d. CITY OF EDGEWATER's rights and remedies provided in this Section 9.1 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

9.2. TERMINATION FOR CAUSE OR CONVENIENCE

- a. Termination for Convenience. CITY OF EDGEWATER has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.
- b. Termination for Cause. CITY OF EDGEWATER may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. In the event of such termination, the CITY OF EDGEWATER may proceed with the work in any manner deemed proper by the

CITY OF EDGEWATER. The cost to the CITY OF EDGEWATER shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

9.3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9.4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.5. CLEAN AIR ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Contractor agrees to report each violation to the CITY OF EDGEWATER and understands and agrees that the CITY OF EDGEWATER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by EPA.

9.6. FEDERAL WATER POLLUTION CONTROL ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Contractor agrees to report each violation to the CITY OF EDGEWATER and understands and agrees that the CITY OF EDGEWATER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the EPA.

9.7. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

- a. Contractor agrees to provide CITY OF EDGEWATER, the Program Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the Program Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.

9.8. MODIFICATIONS OR CHANGES TO THIS CONTRACT

a. Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract. **b.** If any change under this clause causes an increase or decrease in CONSULTANT's cost of, or time required for the performance of the work hereunder, CONSULTANT shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the CONSULTANT, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. **c.** CONSULTANT need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes. **d.** No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

9.9. DEBARMENT AND SUSPENSION

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by CITY OF EDGEWATER. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY OF EDGEWATER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.10. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific EPA preapproval.

9.11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that EPA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, EPA policies, procedures, and directives.

9.12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

9.13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

9.14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9.15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Contractor must sign and submit to CITY OF EDGEWATER the certification set forth in the attachment 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

9.16. AMERICAN IRON AND STEEL REQUIREMENT

All of the iron and steel products used in the Project must be in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act.

See Attachments:

F - American Iron and Steel Guidance Document

G - AIS Step Certification form

9.17. DAVIS-BACON ACT

The Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

*Note - If a wage determination update is issued less than 10 days before the bid opening it shall be in effect for the contract.

9.18. SIGNAGE

The Contractor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide.

See Attachment:

E - EPA Signage - guidelines_for_enhancing_public_awareness

9.19. CIVIL RIGHTS

Contractor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

9.20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

9.21. USE OF EXCESS AND SURPLUS FEDERAL PROPERTY

The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

9.22. TITLE 40, CHAPTER I, SUBCHAPTER B, PART 33, APPENDIX A

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in

the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

9.23. WHISTLEBLOWER PROTECTIONS

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

9.24. BUILD AMERICA, BUY AMERICA - DOES NOT APPLY

~~The Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply to this EPA funded project.~~ **DOES NOT APPLY**

9.25. PROCUREMENT OF RECOVERED MATERIALS

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

9.26. RECORD RETENTION

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five (5) years after the Final Amendment date.

9.27. M/WBE (Minority/Women Business Enterprise)

The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized, when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

10. Total Pricing Form

Bid prices must include all freight charges and delivery charges for any and all material delivered FOB Destination to the worksite.

ALL AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

ALL LINES MUST BE BID.

PRICING FORM

Line 14 is below and preset at \$80,000.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobilization	1	LS		
2	Clearing, Grubbing, Soil and Erosion Control	1	LS		
3	Pre-Construction Video	1	LS		
4	Demolition / Disposal	1	LS		
5	Field Locate and Expose Existing Utilities	1	LS		
6	Yard Piping / Valves	1	LS		
7	Pump Station	1	LS		
8	Tie-Ins	2	EA		
9	Electrical and Instrumentation (Including Generator, ATS, Switchgear)	1	LS		
10	Concrete Driveway 6" Thick	550	SY		
11	Submersible Tank Mixer	1	LS		
12	Sitework / Restoration	1	LS		
13	Chain link Fencing with 2 Manual Entrance Gates	1,600	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Layout and As-Built Drawings	1	LS		
TOTAL					

LINE 14 PERMIT FEES & MISCELLANEOUS ALLOWANCE

LINE 14 Permit Fees & Miscellaneous Allowance has been set to \$80,000 as stated in attachment B – Project Manual – EW_Park Ave Booster Station BID Specs 3.12.2025.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	Permit Fees & Miscellaneous Allowance	1	LS	\$80,000.00	
TOTAL					

11. Vendor Questionnaire

Please upload ONLY PDF files within this section. The City of Edgewater will not be responsible for any other types of files (WORD, EXCEL, etc..) that may not convert correctly to pdfs. Required documents are provided as downloadable PDF files for your use. Alternate PDF files may be accepted.

11.1. Familiarity with Project*

By submitting a response to this solicitation, the Bidder hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Park Ave. Booster Station Rehab and Demo.

☐ Please confirm

*Response required

11.2. Terms and Conditions of Contract*

The bidder acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

By submitting a response to this solicitation, the Proposer acknowledges that they have read and understood all specifications, terms and conditions outlined in this ITB In addition they proposer confirms that all required documents listed in this solicitation have been signed in spaces indicated and uploaded within the OpenGov platform.

☐ Please confirm

*Response required

11.3. Florida Department of Environmental Protection State Revolving Fund Program*

This is an acknowledgement that the **Florida Department of Environmental Protection State Revolving Fund Program** will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.

☐ Please confirm

*Response required

11.4. Required Contract Provisions*

This is a Federally Funded Construction Project, by submitting a response to this solicitation, the Proposer acknowledges that they understand the contractor and all subcontractors must comply Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

☐ Please confirm

*Response required

11.5. Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

☐ Please confirm

*Response required

11.6. W9

Please download the below documents, complete, and upload.

- [W-9 2024.pdf](#)

11.7. Vendor Info and Agreement form*

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

*Response required

11.8. Standard Construction Agreement*

Please upload a completed, signed copy of the Standard Construction Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

- [ITB 25-ES-01 CONSTRUCTION C...](#)

*Response required

11.9. Bid Bond Requirement*

A general bid bond form is attached for convenience. Please complete and upload a bid bond form. Additionally, the original completed bid bond must be sent per instructions to bidders.

- [Bid Bond Form.pdf](#)

*Response required

11.10. Bid Bond Confirmation*

The lowest responsible/responsive bidder agrees to produce the hard copy original Bid Bond, prior to the Notice of Recommendation or Council Hearing date, if requested by the City. Failure to do so may result in the bid being deemed non-responsive.

☐ Please confirm

*Response required

11.11. Employment Eligibility Verification System (E-Verify) Acknowledgment*

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

☐ Please confirm

*Response required

11.12. E-Verify documentation*

Please upload your E-Verify MOU, copy of your enrollment email or similar document confirming enrollment in E-Verify.

*Response required

11.13. E-Verify non-enrolment justification

If you did not upload documentation regarding enrollment in E-Verification, please provide your justification here.

11.14. Declaration Statement/Document Notification Affidavit*

Please download, complete and upload the Declaration Statement/Document Notification Affidavit here.

- [Declaration Statement w- af...](#)

*Response required

11.15. Human Trafficking Affidavit*

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of any nongovernmental entity that is executing, renewing, or extending a contract with the City of Edgewater.

Please download, complete, and upload the Human Trafficking Affidavit.

- [Human Trafficking Affidavit...](#)

*Response required

11.16. Vendor Information/Bidders Qualifications

11.16.1. Vendor Acknowledgment*

Pursuant to information for prospective Bidders for the above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

☐ Please confirm

*Response required

11.16.2. Type of Firm*

Please select the type of firm for your organization.

- ☐ Corporation (INC) or Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other

*Response required

11.16.3. Other*

If you selected other, please list the type of firm. If you did not select other, please type N/A.

*Response required

11.16.4. Corporation or Limited Liability Company - State*

If firm is a Corporation or Limited Liability Company, please list the state in which it was created/registered. If you did not select corporation/limited liability company, please type N/A.

*Response required

11.16.5. Authorization*

By submitting a response to this solicitation, the Bidder certifies that the firm is authorized to do business in the state of Florida and is registered with the Florida Department of State, Division of Corporations (<https://dos.fl.gov/sunbiz/>).

☐ Please confirm

*Response required

11.16.6. *Years in Business**

Please provide the number of years you have been in business under this firm.

*Response required

11.16.7. *Financial Information**

Please provide the following information here:

Name of Bank(s) Maintaining Primary Account(s)

Name of Surety/Underwriter

*Response required

11.16.8. *Licensing and Bonding**

Please download the below documents, complete, and upload.

- [Licensing and Bonding Infor...](#)

*Response required

11.16.9. *Current Contracts - Schedule A**

Please download the below documents, complete, and upload.

Include all open contracts.

- [Schedule A - Current Contra...](#)

*Response required

11.16.10. *Previous Experience - Schedule B**

Please download the below documents, complete, and upload.

Include ALL Projects Completed within the last 5 years of similar or larger contract value and/or complexity as this PROJECT.

- [Schedule B - Previous Exper...](#)

*Response required

11.16.11. *Reference Form**

Please download the below documents, complete, and upload.

Please provide a minimum of three (3) contact references. The references must be present or past clients within the past 5 years, preferably within governmental municipalities with requirements similar to those included in this solicitation.

- [References.2.pdf](#)

*Response required

11.16.12. Prospective Projects*

Please provide a list of projects that your company is being considered for an award, including the expected award dates for each project.

*Response required

11.16.13. City Projects*

List all work done on City of Edgewater projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

Project

Contract Amount

Percentage of Completion

*Response required

11.16.14. Project Completion*

Have you, at any time, failed to complete a project?

If you answer yes, please provide Additional Details in the space provided below.

☐ Yes

☐ No

*Response required

11.16.15. State of Litigation*

Are there any judgments, claims or suits pending or outstanding by or against you?

If you answer yes, please provide Additional Details in the space provided below.

☐ Yes

☐ No

*Response required

11.16.16. Additional Details*

If you answered YES to the Project Completion and/or State of Litigation questions above, please submit details here.

As part of our due diligence process and in accordance with procurement best practices, we request that your firm provide a list of all lawsuits, legal claims, or significant disputes involving your organization, either as a plaintiff or defendant, within the past five (5) years.

*Response required

11.16.17. List of Major Equipment*

To show capacity to handle the work, please complete the List of Major Equipment that would be available to be assigned to this job.

Please download the below document, complete, and upload.

- [List of Major Equipment Ava...](#)

*Response required

*11.16.18. Major Manufacturers or Suppliers**

Please download the below documents, complete, and upload.

- [Major Manufacturers or Supp...](#)

*Response required

*11.16.19. Subcontractors**

Please download the below documents, complete, and upload.

The bidder has fully investigated each subcontractor listed and has in their file evidence each subcontractor has engaged successfully in their line of work for a reasonable period of time, that they maintain a fully equipped organization capable, technically and financially, of performing the work required, and that they have made similar installations in a satisfactory manner.

If subcontractor is certified M/WBE, a copy of the certificate must be included.

- [SUBCONTRACTOR LIST.pdf](#)

*Response required

*11.16.20. Trench Safety Affidavit***

Please download the below documents, complete, and upload.

- [Trench Safety Affidavit.pdf](#)

*Response required

*11.16.21. Drug-Free Workplace**

Upload certifying form here for Drug-Free Workplace.

*Response required

11.16.22. Other Documents

Please upload any additional documents here.

11.17. Acceptance of Conditions

*11.17.1. Acceptance of Conditions**

Confirm Acceptance of Conditions listed in this solicitation (any exceptions must be listed in the following question.)

*It should be noted that exceptions may render the submittal as non-responsive.

- ☐ YES - Accept all Conditions.
☐ NO - Exceptions must be listed below.

*Response required

11.17.2. Acceptance of Conditions - EXCEPTIONS

List any exceptions to conditions listed in this solicitations. It should be noted that exceptions may render the submittal as non-responsive.

11.17.3. Acceptance of Conditions - EXCEPTIONS - upload

You may use this question to upload any documentation related to exceptions to the Acceptance of Conditions.