

INVITATION TO BID  
ITB 23-ES-12  
LIFT STATION 11 REHAB (22-505-01)

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

RELEASE DATE: November 22, 2023

DEADLINE FOR QUESTIONS: December 14, 2023

RESPONSE DEADLINE: January 10, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edgewater, Florida  
INVITATION TO BID  
Lift Station 11 Rehab (22-505-01)

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Attachments:

A - Plans/BID SET City of Edgewater Lift Station No. 11 Rehab-110823

B - Supplemental Contract Documents Reqs (Div-0) 2023-11-06

C - EOR Technical Specifications SPECS City of Edgewater Lift Station No. 11 Rehab

D - LS11- ADDENDUM-122723 - revised attachment A - Plans BID SET

## 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 Rehabilitation of Lift Station #11, located at 991 Wildwood Blvd, (Latitude / Longitude: 28.985546°, -80.922844°). Bids will be received until 3:00 pm, on Wednesday, January 10, 2024.

ITB 23-ES-12

"Lift Station 11 Rehab (22-505-01)"

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 Lift Station 11 Rehab (22-505-01), in accordance with the terms and conditions herein. The successful bidder will be hereinafter referred to as the "Contractor".

A non-mandatory pre-bid conference will be held on Thursday, December 7, 2023, commencing promptly at 3:00 pm, and will be held:

City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132 This meeting will also be broadcast via Zoom Join Zoom Meeting

<https://us06web.zoom.us/j/88560451030?pwd=KuBTUOpnljGplV9471JpYEOjbpShxE.1> Meeting ID: 885 6045 1030 Passcode: 225351.

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](http://www.cityofedgewater.org), and in the Lobby of City Hall on Wednesday, November 22, 2023.

## 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

The City of Edgewater is seeking bids from qualified contractors for the Rehabilitation of Lift Station #11, located at 991 Wildwood Blvd, (Latitude / Longitude: 28.985546°, -80.922844°). The project includes removal of the existing pumps, lift station piping, and valve vault as well as lining of the existing wet well, installation of two (2) submersible pumps, valve vault, electrical, control panel, underground electric and a diesel-driven emergency bypass pump.

### 2.2. Background

The City serves an area of 24.83 square miles with a population of approximately 23,855. 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 2022 and in the City's Annual Budget for fiscal year 2023. Copies of these documents may be viewed on [www.cityofedgewater.org](http://www.cityofedgewater.org). The City of Edgewater is exempt from any and all state, local and federal taxes.

Lift Station #11 was originally installed as part of the Wildwood subdivision's needs for sewer delivery to the WWT Plant in 1978.

The lift Station consists of two submersible pumps, wetwell, valve vault and an electric panel.

### 2.3. Contact Information

#### **Purchasing Department**

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

#### **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.

<b>Issue ITB Notice</b>	November 22, 2023
<b>Non-Mandatory Pre-Bid meeting (Non-Mandatory)</b>	<p>December 7, 2023, 3:00pm City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>This meeting will also be broadcast via Zoom Join Zoom Meeting <a href="https://us06web.zoom.us/j/88560451030?pwd=KuBTUOpnljGplV9471JpYEOjbpShxE.1">https://us06web.zoom.us/j/88560451030?pwd=KuBTUOpnljGplV9471JpYEOjbpShxE.1</a></p> <p>Meeting ID: 885 6045 1030 Passcode: 225351</p>
<b>Deadline for Questions</b>	December 14, 2023, 2:00pm
<b>Addendum Due</b>	December 28, 2023, 4:30pm
<b>Bid Due/Opening Date</b>	<p>January 10, 2024, 3:00pm City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>This meeting will also be broadcast via Zoom Join Zoom Meeting <a href="https://us06web.zoom.us/j/82970656323?pwd=RAGTuDF1P3RO5TxmphdQYpXtFlxHYC.1">https://us06web.zoom.us/j/82970656323?pwd=RAGTuDF1P3RO5TxmphdQYpXtFlxHYC.1</a></p> <p>Meeting ID: 829 7065 6323 Passcode: 668618</p>
<b>Notice of Recommendation</b>	January 17, 2024

<b>Contractor Selection Date</b>	February 5, 2024
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### **3. Instruction for Bid**

#### **3.1. Delivery of Bids**

All Bids are to be delivered before 3:00 pm, local time, on or before Wednesday, January 10, 2024 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 Pat Drosten, Purchasing Specialist at [pdrosten@cityofedgewater.org](mailto:pdrosten@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, Thursday, December 14, 2023 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 Thursday, December 7, 2023, commencing promptly at 3:00 pm, and will be held:

City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132 This meeting will also be broadcast via Zoom Join Zoom Meeting  
<https://us06web.zoom.us/j/88560451030?pwd=KuBTUOpnljGplV9471JpYEOjbpShxE.1> Meeting ID: 885 6045 1030 Passcode: 225351.

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, 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 90 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, it must be received by the City no later than Wednesday, January 10, 2024, 3:00 pm, 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 ninety (90) 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 ninety (90) 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 3:00 pm, local time, on or before Wednesday, January 10, 2024.

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

### **3.10. Substitutions**

**EQUAL PRODUCTS MAY BE CONSIDERED - Requests for substitutions along with proper documentation need to be submitted through the Question and Answer Tab before the question submission deadline.**

Any manufacturer's name, brand name, and/or model number information contained in this solicitation is being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design, and is not intended to prohibit the offer of another manufacturer's items of equal material and quality.

This solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- A. Product Information Sheets
- B. Product Samples Upon Specific Request

If an "equal" product is to be considered by the City, the item shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer shall be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, a copy of performance test results of the unit offered as an equal.

For product information submittals, all supporting documentation submitted by the bidder shall in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter, on corporate letterhead, as part of their initial offer, the differences between the item it is offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of "equal" items are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

Items labeled "No Substitute" in the solicitation are the only products that will be accepted for that product.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final.

### 3.11. 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.

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.

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.

### 3.12. 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.

### **3.13. 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.

### **3.14. 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.

### **3.15. 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 ninety (90) 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 Rehabilitation of Lift Station #11, located at 991 Wildwood Blvd, (Latitude / Longitude: 28.985546°, -80.922844°). The successful bidder will hereinafter be referred to as the "Contractor".

The Engineer's Estimate is \$559,900.

### 4.2. Eligibility

The Contractor is required to possess the correct Business Tax Receipt, professional license, 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.

A Florida Commercial General Contractor License or Underground Utility Contractor license is required.

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 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 Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400 extension 1305.

### 4.3. General Description of Specifications

#### 4.1.

The City is seeking Bids from qualified and licensed State of Florida Contractors to provide all permits, insurance, manpower, material and supervision for the Lift Station #11 rehabilitation. The successful bidder will hereinafter be referred to as the "Contractor".

The Engineer's Estimate is \$559,900.00.

### 4.4. Scope of Work

Detailed scope of work is defined in Attachments as follows:

Attachment A - Plans/Bid Set

Attachment B - Supplemental Contract Documents

Attachment C - EOR Technical Specifications

## 5. Terms and Conditions

### 5.1. Construction Timeline

The Contractor agrees to commence work within Thirty (30) days after the date of the Notice to Proceed letter and shall complete the work within One Hundred Twenty (120) days to Substantial Completion, One hundred Fifty (150) days to total completion consecutive calendar days thereafter.

### 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 occupational license, professional license, 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. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

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

### 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 this Contractor on thirty (30) days prior written notice.

### 5.8. Termination

Should the Contractor be found to have failed to perform his 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 one-hundred eighty (180) 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 Invitation to Bid (ITB) 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 minority and women business enterprises.

#### 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

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: 1. Enroll in the U.S. Department of Homeland Security's E-Verify system; 2. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract; 3. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and 4. 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

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

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 ITB becomes the property of the City. ITB 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 ITB 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. Vendor/seller shall furnish the proper exemption certificate

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.

## 6. Insurance Requirements

### 6.1. Insurance Requirements

#### INSURANCE TYPE REQUIRED LIMITS

- A. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- B. Commercial General Liability Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form \$1,000,000 single limit per occurrence with no limiting endorsements.
- C. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.
- D. Automobile Liability \$ 500,000 Each Occurrence Owned/Non owned/Hired Automobile Included
- E. 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.
- F. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- G. 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.
- H. Thirty (30) Days Cancellation Notice required.
- I. The Certificate must state the following: ITB 23-ES-12 and Lift Station 11 Rehab (22-505-01).

## **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 in 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 and 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 ProcureNow system.

## 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. 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.

### BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>Lift Station 11 Rehabilitation Preliminary Items</b>					
A.01	Mobilization / Demobilization	1	LS		
A.02	Erosion and Sediment Control	1	LS		
A.03	Preconstruction Video	1	LS		
A.04	Field Locate and Expose Existing Utilities	1	LS		
<b>Lift Station</b>					
B.01	Bypass Pumping	1	LS		
B.02	Demolition Of Existing Lift Station	1	LS		
B.03	Complete Lift Station	1	LS		
B.04	Electrical and Instrumentation	1	LS		
B.05	Gate Valves	1	EA		
B.06	Tie-Ins	1	EA		
B.06a	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS		
B.07	DIP Fittings (Add or Delete)	0.5	TN		
B.08	Complete Skid Mount Emergency Bypass Pump w/ Conc. Slab, Suction & Discharge Piping	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B.09	Permit Allowance	1	LS		
B.10	Surveyed As-Built Plans	1	LS		
<b>General</b>					
C.01	Compliance with Florida "Trench Safety Act"	1	LS		
C.02	Unsuitable Material Excavation	1	CY		
C.03	Crushed Rock or Shell Trench Subgrade Material	1	CY		
C.04	Rock Excavation	1	CY		
C.05	Maintenance of Traffic	1	LS		
C.06	Restoration	1	LS		
<b>TOTAL</b>					

## 10. 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.**

### 10.1. [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 Lift Station 11 Rehab (22-505-01).

☐ Please confirm

\*Response required

### 10.2. [Terms and Conditions of Contract\\*](#)

The bidder acknowledges that by submitting a response to this solicitation, they are bond 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 ProcureNow platform.

☐ Please confirm

\*Response required

### 10.3. [W9](#)

Please download the below documents, complete, and upload.

- [W9 - 2018 \(1\).pdf](#)

### 10.4. [Insurance Requirements\\*](#)

By submitting a response to this solicitation, the Proposers 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

### 10.5. Standard Construction Agreement\*

Please upload a completed, signed copy of your construction contract.

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

- [CONSTRUCTION CONTRACT.pdf](#)

\*Response required

### 10.6. Reference Form\*

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

\*Response required

### 10.7. Subcontractor List\*

Please download the below documents, complete, and upload.

- [Subcontractor listing.pdf](#)

\*Response required

### 10.8. 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

### 10.9. 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

### 10.10. Declaration Statement/Document Notification Affidavit\*

Please download the below documents, complete, and upload.

- [DECLARATION\\_STATEMENT.pdf](#)

\*Response required

## 10.11. Vendor Information/Bidders Qualifications

### 10.11.1. Type of Firm\*

Please select the type of firm for your organization.

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other

\*Response required

### 10.11.2. Corporation - State\*

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

\*Response required

### 10.11.3. Other\*

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

\*Response required

### 10.11.4. Authorization\*

By submitting a response to this solicitation, the Bidder certifies that the firm is authorized to do business in the state of Florida.

- ☐ Please confirm

\*Response required

### 10.11.5. Years in Business\*

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

\*Response required

### 10.11.6. Major Work\*

Please list major work presently under contract and include the following information for each item:

Percentage of Completion

Project

Contract Amount

\*Response required

### 10.11.7. Current Projects\*

Please list current projects on which your firm is the candidate for award.

\*Response required

### 10.11.8. Project Completion\*

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

☐ Yes

☐ No

\*Response required

**10.11.9. State of Litigation\***

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

☐ Yes

☐ No

\*Response required

**10.11.10. Additional Details\***

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

\*Response required

**10.11.11. 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.

\*Response required

**10.11.12. Financial Information\***

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

\*Response required

**10.11.13. Vendor Info and Agreement form\***

Please download the below documents, complete, and upload.

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

\*Response required

**10.11.14. 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



#### *10.11.15. Acceptance of Conditions\**

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

- ☐ Yes  
☐ No

\*Response required

#### *10.11.16. 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.

#### *10.11.17. Acceptance of Conditions - EXCEPTIONS - upload*

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

### 10.12. Additional Forms to be Completed

#### *10.12.1. Licensing and Bonding\**

Please download the below documents, complete, and upload.

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

\*Response required

#### *10.12.2. Major Manufacturers or Suppliers\**

Please download the below documents, complete, and upload.

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

\*Response required

#### *10.12.3. Subcontractors\**

Please download the below documents, complete, and upload.

- [Major Subcontractors.pdf](#)

\*Response required

#### *10.12.4. Current Contracts - Schedule A\**

Please download the below documents, complete, and upload.

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

\*Response required

#### *10.12.5. Previous Experience - Schedule B\**

Please download the below documents, complete, and upload.

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

\*Response required

*10.12.6. Trench Safety Affidavit\**

Please download the below documents, complete, and upload.

- [Trench Safety Affidavit.pdf](#)

\*Response required