

INVITATION TO BID

**NUMBER
ITB #20-ES-007**



City of Edgewater

WASTEWATER BYPASS PUMP

***Pat Drosten
Purchasing Specialist***

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Bids for a Wastewater Bypass Pump. Bids will be received until **11:00 a.m., on June 11, 2020** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

ITB 20-ES-007 "WASTEWATER BYPASS PUMP"

Services to be provided shall include, but not be limited to the following:

ITB 20-ES-007 - WASTEWATER BYPASS PUMP in accordance with the terms, conditions, and specifications herein.

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 firms to provide A Wastewater Bypass Pump as further describe in the attached Scope of Work. The successful proposer will hereinafter be referred to as the "Contractor".

☒ A pre-bid conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-bid conference will be held on _____, commencing promptly at _____, and will be held **in the City of Edgewater Council Chambers** – 104 N. Riverside Drive, Edgewater, Florida 32132.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

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.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered no later than **June 11, 2020 at 11:00 am** to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside:
ITB # 20-ES-006 "WASTEWATER BYPASS PUMP"

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: www.demandstar.com.

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 of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on May 14, 2020.

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INVITATION TO BID
ITB 20-ES-007
“WASTEWATER BYPASS PUMP”

1) Introduction/Overview

A. Purpose/Objective

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 firms to provide A Wastewater Bypass Pump as further describe in the attached Scope of Work. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk. ”). **For the purposes of this solicitation, a Purchase Order, in lieu of a contract, will be issued as a result of the award of this ITB. “Contract” in this document will be understood as a reference to a Purchase Order.**

As is more fully explained in Section “6L” of this **ITB**, an award, if made, will be made based on the lowest, compliant, qualified bid(s) unless specified otherwise in the Invitation to Bid.

B. Background

The City serves an area of 24.83 square miles with a population of approximately 23,319. 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 FY19 and in the City’s Annual Budget for fiscal year FY20. 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.

C. Inquiries

Direct questions related to this **ITB** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofedgewater.org) and on DemandStar (www.demandstar.com).

D. Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2019-R-20 establishing and adopting the City Purchasing ITB 20-ES-007 - Wastewater Bypass Pump

Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals 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 proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. 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 proposers 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.

E. Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F. Projected Timetable

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.

Event	Date
ITB Notice	May 14, 2020
Last Date for Receipt of Written Questions	May 28, 2020 2:00 PM
Addendum due (if required)	June 4, 2020
Bid Close Date	June 11, 2020 11:00 AM
Evaluation/ Notice of Recommendation	June 16, 2020
City Council Approval	July 6, 2020

2) General Description of Specifications or Scope of Work

The City of Edgewater is requesting bids from vendors to provide the following equipment for the Wastewater Collections Department. Bids should include delivery and provide all equipment for an operational four-inch Suction and Discharge, diesel engine pump with sound attenuated enclosure. The pump shall be skid mounted on an FDOT approved trailer with electric brakes and wiring harness. Pump shall have the capability of handling solids up to two inches diameter, be compatible with a non-clog impeller, and pump up to 750 gallons per minute. Sound attenuated enclosure shall not have levels above 70 dBA at 30 feet. Included with the pump shall be at a minimum a float set with 65 feet mechanical floats and four – 4 inch by 20 feet of suction hose with cam lock fittings.

The deliver to address is 409 Mango Tree Drive, Edgewater, FL 32132

Pricing must include all costs associated with delivery of the bypass pump, including but not limited to salary cost, fringe benefits, overhead, operation margin and profit and all direct and indirect expenses.

3) 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.

4) Terms and Conditions of Contract

For the purposes of this solicitation, a Purchase Order, in lieu of a contract, will be issued as a result of the award of this ITB. "Contract" in this document will be understood as a reference to a Purchase Order.

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.

5) General Terms and Conditions

A. 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.

B. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, 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.

C. Taxes

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

D. 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.

E. 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.

F. 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 thirty (30) day written notice. The City shall be sole judge of non-performance.

G. 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.

H. 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.

I. 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 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.

J. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this ITB. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal 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.

K. Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L. Public Entity Crime

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, Bids, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

M. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N. 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.

O. Immigration Reform and Control Act

Proposer 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, etseq. 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.

P. 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.

Q. Florida Public Records Act

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.

R. Scrutinized Companies pursuant to FS Sections 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

S. 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).

6) Instructions for Bid

A. Compliance with the ITB

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

B. Acknowledgment of Insurance Requirements

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

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

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

Proposer 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 Proposer's bid.

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

C. Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. 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.

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 Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids 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.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed 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.

D. Delivery of Bids

All bids are to be delivered before 11:00 a.m., local time, on or before June 11, 2020 to:

City of Edgewater
City Clerk
104 N. Riverside Drive
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers should submit two (2) total copies of the proposal, one (1) original and one (1) electronic copy in PDF format, on a USB flash drive.

List the Bid Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E. Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. Invitation to Bid issued.
2. 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**
3. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
4. 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.
5. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Proposer nor obligates the City in any manner.
6. 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 proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

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

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, Proposer 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 Proposer 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.

G. Proposal, Presentation, and Protest Costs

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

H. Acceptance or Rejection of Bids

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

Any Proposal 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 proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I. Requests for Clarification of Bids

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

J. Validity of Bids

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of 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.

K. Response Format

The bid shall be deemed an offer to provide services to the City. In submitting a bid, the Proposer 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 Proposer 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 Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the bid should be bound and tabbed. The utilization of recycled paper for bid submission is strongly encouraged.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer 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 Proposal Form.

L. 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.

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.

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 Proposer, 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 Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

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

Required forms:

- Total Pricing/Bid Form
- Standard Contractor Services Contract
- References Form
- Insurance Requirements Acknowledgement
- Proposers Checklist
- Vendor Info/Proposers Qualifications
- Solicitation Notifications
- Declaration Statement/Document Notification Affidavit

TOTAL PRICING FORM

ITB 20-ES-007

WASTEWATER BYPASS PUMP

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

Therefore, the undersigned, Hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extend of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the **WASTEWATER BYPASS PUMP**

Total Price Proposal Amount in Figures: _____

Total Price Proposal Amount in Words: _____

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

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address

**CITY OF EDGEWATER
TERMS AND CONDITIONS**

1. 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.

2. 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.

3. 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.

4. 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. 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.

6. 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.

7. 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.

8. 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**

9. 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.

10. 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).

11. PRICES:

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

12. 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.

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of five (5) references for which the firm has provided services described in this proposal for three (3) years or more with the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
5. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> 1. Worker's Compensation</p> | <p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.</p> |
| <p><input checked="" type="checkbox"/> 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</p> | <p><u>Bodily Injury & Property Damage</u></p> <p><u>\$1,000,000</u> single limit per occurrence</p> |
| <p><input checked="" type="checkbox"/> 3. 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.</p> | |

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
- ☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional \$ 1,000,000 Per Occurrence
Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 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 where required.
- ☒ 9. 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.

INSURANCE REQUIREMENTS
(Continued)

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **ITB** Number and City Hall Roof.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Authorized Signature

Date

Printed Name & Title

Insurance Agency

Signature of Proposer’s Agent

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.
Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract/ agreement has been signed and included.- **NOT APPLICABLE TO THIS SOLICITATION**
- ☐ All information as requested in the Vendor Information/Proposer's Qualification Form is included.
- ☐ All required applicable forms and notifications have been signed and included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- ☐ The **mailing envelope must be sealed and marked** with Bid Number "ITB 20-ES-007", Bid Title "WASTEWATER BYPASS PUMP" and **Due Date June 11, 2020 @ 11:00 am**".
- ☐ The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

NOTE: Failure to include any required forms/notifications/documents may result in the submittal being deemed non-responsive

VENDOR INFORMATION/PROPOSERS QUALIFICATION FORM

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

City projects: _____

\$_____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Pursuant to information for prospective Proposers 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.

SOLICITATION NOTIFICATIONS/AFFIDAVIT

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 Sebastian the name of any officer, director, or agent who is also an employee of the City of Sebastian (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.

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.

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.

IMMIGRATION LAWS NOTIFICATION

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”).

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 Sebastian. 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.

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.

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 Sebastian, 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 Sebastian 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.

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.

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 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.

PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

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**

DECLARATION STATEMENT/DOCUMENT NOTIFICATION AFFIDAVIT

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains. In addition, the Proposer acknowledges and affirms understanding and compliance with all additional requirements, forms, terms and conditions included in this solicitation document.

The Proposer puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **ITB #20-ES-007 – WASTEWATER BYPASS PUMP**.

I, _____ acknowledge that I have legal authorization to
(printed name)

contractually bind _____.
(Company Name)

I further acknowledge that as part of my response to this solicitation, I have read and reviewed copies of the following documents/notifications, attached:

- Conflict of Interest Affidavit
- Drug Free Workplace Certification
- Public Entity Crimes Statement
- Immigration Laws Notification
- Non -Collusion Affidavit of Prime Bidder
- Employment Eligibility Verification System (E-Verify) Acknowledgement
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- No Lobbying Notification
- Debarment and Suspension Certifications
- Public Records Requirements

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

Company

Printed Name & Title

Authorized Signature

Date

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,

this _____ day of, 20 _____, by _____ . Personally Known OR Produced Identification,

Type of Identification Produced _____.

(Signature of Notary Public)

Notary Stamp/Seal

**CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132**

**ITB 20-ES-007
WASTEWATER BYPASS PUMP**

**Due Date/Time
June 11, 2020 – 11:00 AM**

Cut and use this label for Bid Package