



CITY OF Boca Raton

PURCHASING DIVISION
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Invitation to Bid NO. 2025-042-VG Locate and Mark Underground Facilities

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GENERAL TERMS AND CONDITIONS

These general terms and conditions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

1 INSTRUCTIONS TO BIDDERS

- 1.1 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/230/Purchasing-Division>.
- 1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific commodity code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.
- 1.5 Bidders shall submit their Bid document via electronic transmission using the City of Boca Raton eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx> .
- 1.6 Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.
- 1.7 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> and to constantly monitor for the latest updates. All perspective bidders will receive email notifications from the City of Boca eSourcing Portal. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.
- 1.8 NO BIDS: If you do not intend to Bid, indicate the reason and submit a no-bid response statement through the eSourcing Portal.

2 DEFINITIONS:

2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

Award – The written notice of the acceptance of a Bid deemed by the proper authority of the City to be in the best interests of the City.

Bid – a price and terms quote received in response to an ITB.

Bidder/Supplier – Person or firm submitting a Bid.

Business Days – Monday through Friday, excluding National Holidays

Calendar Days – Monday through Sunday, including National Holidays

Contract – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

Contractor – Successful Bidder who is awarded a Purchase Order, award Contract, or Term Contract to provide goods or services to the City.

Days – Calendar Day, Monday through Sunday, including National Holidays

Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

May – Denotes the permissive.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

Shall – Denotes the imperative.

Successful Bidder - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

City of Boca Raton eSourcing Portal – the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

3 BIDDING AND AWARD PROCEDURES

3.1 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.2 **AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the Contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.3 **PRICES QUOTED:** Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

3.4 **MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Bidder's total will be corrected accordingly.

3.5 **TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the Successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill

contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

- 3.6 **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.7 **CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.8 **WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.9 **ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 **MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications and statement of work to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 **PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 **DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.
- 3.14 **LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach

County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof.

Lobbyist Registration Forms are available at:

<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>

- 3.15 PROCUREMENT CODE: A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES: In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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.
- 3.17 CODE OF ETHICS/CONE OF SILENCE: If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:

<https://www.myboca.us/230/Purchasing-Division>

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

- 3.18 NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, contract, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

4 INSURANCE

- 4.1 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this Contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.
- 4.2 INDEMNITY/HOLD HARMLESS CONTRACT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent

act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this contract.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

5 PURCHASE ORDER AND CONTRACT TERMS:

5.1 **METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.

5.2 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.3 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.

5.4 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.5 **CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the awarded Bid and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or Contract.

5.6 **PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.
Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

(a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Contract or purchase order document, submitted to:
invoices@bocaraton-fl.gov or
City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432

PH: 561-393-7727

- (b) All invoices submitted shall: consist of an original; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Bidder's Business name and address for payment.

5.7 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.8 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.9 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting Contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this Contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract. Any assignment, sale, pledge or conveyance of this Contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

5.14 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel Contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract,

and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.

- 5.16 RECORDS/AUDIT: The Contractor shall maintain during the term of the Contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this Contract for a minimum of (1) year beyond the last day of the Contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this Contract for the duration of the Contract and for one year following the last day of the Contract.
- 5.17 POST SALE AUDIT ADJUSTMENT: All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the Contract.
- 5.18 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation 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 contract and the City shall have the discretion to unilaterally terminate said contract.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE: Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE: Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.
- 5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the Contract.
- 5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the Contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or

Vendors on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) 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.
- 4) Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this Contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCCITYCLERK@BOCARATON-FL.GOV, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, a company is ineligible to and may not, bid on, submit a proposal for, enter into, or renew, a Contract with a local government entity for goods or services in any amount if the company is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, CONTRACTOR certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, and that CONTRACTOR is not engaged in a boycott of Israel.

C. CONTRACTOR shall notify the CITY if, at any time during the term of this Contract, CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, or that CONTRACTOR is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONTRACTOR to the CITY within ten (10) days of the date of such occurrence.

D. In the event the CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification or CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Contract.

and seek a civil penalty, and other damages and relief, against CONTRACTOR, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONTRACTOR.

E. CONTRACTOR shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Contract pursuant to this Article

Upon submitting its Bid, Bidder shall certify compliance with section 287.135, Florida Statutes, by executing the Bidder Certification regarding Scrutinized Companies, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.135, Florida Statutes.

5.29 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

5.30 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

5.31 FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

5.32 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

Upon submitting its Bid, Bidder shall certify compliance with section 287.138, Florida Statutes, by executing the Bidder Certification regarding Entities of Foreign Countries of Concern, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.138, Florida Statutes.

5.33 NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), coercion means: (1) Using or threatening to use physical force against any person; (2) Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if

the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; (4) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) Causing or threatening to cause financial harm to any person; (6) Enticing or luring any person by fraud or deceit; or (7) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

5.34 POLITICAL CAMPAIGNS

Throughout the period between issuance of the solicitation and final award or execution of a resulting contract, respondents to this solicitation shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Palm Beach County Code of Ethics, as they relate to participation in or contributions to political campaigns for City elective office. A substantially similar provision will also appear in any resulting agreement. The City reserves the right to disqualify any respondent, or to terminate any resulting agreement, if it determines that a violation of these provisions occurred during the solicitation process.

5.35 BIDDER'S SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

The City shall not consider Bidder's social, political, or ideological interests when determining if Bidder is a responsible bidder. The City shall not give preference to Bidder based on Bidder's social, political, or ideological interests.

SPECIAL CONDITIONS

PART I - INSTRUCTION TO BIDDERS

1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders to Locate and Mark Underground Facilities for Utility Services, Bid Number 2025-042-VG.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third-party source.

Due date and time for Bid response: **Bid response shall be received on the date and time as specified in the City of Boca Raton eSourcing Portal.**

Bidder is directed to the Response Attachments section of the City of Boca Raton eSourcing Portal for attachments to be completed and submitted with the Bid response.

1.02 PURPOSE

The purpose of this Bid is to provide services to locate and mark underground facilities for Utility Services.

1.03 HOW TO RESPOND TO THIS BID

Submission of the Bid response by electronic transmission using the City of Boca Raton eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City of Boca Raton eSourcing Portal pursuant to the directions in the City of Boca Raton eSourcing Portal. Please note that the maximum file size is 100 MB for an uploaded file.

Bidders shall provide their prices and rates using the City of Boca Raton eSourcing Portal. The “Line Items” tab is to be used for submission of bid pricing and rates.

Bidders are strongly encouraged to read the Supplier Guides and Tutorials available in the City of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City of Boca Raton eSourcing Portal and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be uploaded prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be automatically rejected by the City of Boca Raton eSourcing Portal.

1.03.1 Rejected Bid Response

As indicated above, the City of Boca Raton eSourcing Portal will not accept Bid responses that are attempted to be submitted after the due date/time.

1.03.2 Viewing of Bid Response

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/230/Purchasing-Division>

Bidder's Bid response shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

1.04 INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT

Interested Bidders may submit questions via the City's eSourcing Portal. Each question will be responded to individually, and an addendum may be issued, if applicable. For further instructions, contact the Purchasing Division at 561-393-7871.

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least seven (7) business days prior to the Bid due date.**

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

Oral explanation given before the opening of the Bid will not be binding. Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding. Addenda will be issued via the City's eSourcing Portal. It is the Bidder's responsibility to monitor the eSourcing Portal for any updates.

PART II DEFINITIONS**2.01 DEFINITIONS**

City of Boca Raton eSourcing Portal: the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

- a. **“OWNER Business Day”:** Any day, 8:00 a.m. to 5:00 p.m., other than Saturday, Sunday or any legal federal, state or local holiday.
- b. **“Damage Investigation”** An unbiased 3rd party to investigate damage incidents involving OWNER facilities.
 1. Locating firms markings accuracies (within tolerance)
 2. Excavator responsible for damaging facilities
 3. Respond to damage when called
 4. Collect all evidence relative to damage incident
 5. Document management
 6. Avoid case getting “COLD”
 - a) Locate Ticket not requested

- b) Locate Ticket not accurate
- c) Inaccurate markings
- d) Insufficient markings
- e) No markings
- f) Incorrect ticket closure
- g) One-call Center error
- h) Insufficient excavation practices
- i) Insufficient white lining
- j) GIS/CAD map omission

c. **“Excavation”:** Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).

d. **“Excavation Site”:** The area where an Excavator intends to perform or actually performs Excavation.

e. **“Excavator”:** Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of OWNER Underground Facilities.

f. **“Identified, but Un-locatable”:** An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in 11-S).

g. **“In Plant”:** Fenced/Secure site owned and operated by OWNER where majority of the site is Owner's underground facilities.

h. **“Locatable Underground Facility”:** An Underground Facility which can be field marked with Reasonable Accuracy (as defined in 9-R) by using devices capable of identifying and locating OWNER Underground Facilities within the required range of accuracy, or by use of OWNER Maps, Records, and GIS.

i. **Water/Wastewater Mains & Services both Metallic and Non-Metallic pipes:**

- a. Potable Water – City side services and mains
- b. Raw water - Mains
- c. Wastewater - City side house laterals and both gravity and force main
- d. Reclaimed water – City side services and mains
- e. Stormwater - Mains
- f. Fiber Network

j. **“Locate with Vacuum Digging”:**
When Standard Locate techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error by performing a series of soft digs until the Facility is exposed. Soft Digging can also be used when the inverted elevation of a Facility is required.

k. **“Locate Request”:** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

I. **“Marking”:** The application of paint, flags and/or stakes to clearly identify on a horizontal plane the location of OWNER’s Underground Facilities within the tolerances set forth under the current State Laws of Florida governing **UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.**

1. Use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (10) feet, and at each divergence from a straight line of the cable path in accordance with current marking standards of the American Public Works Association to show the field locations of underground facilities with Reasonable Accuracy (as per Specification and Requirements).
2. Marking cable path’s divergence shall begin 10 feet from a straight path and marked every 2 feet through the divergence until a straight path is established by 10 feet.
3. Offset marking shall be used in addition to the regular standard marking when an Excavation area is to be performed where the cable/conduit path is located where the possibility exists that the markings shall be covered or disturbed and/or the markings will no longer be visible.

m. **“Member Operator”:** OWNER

- n. **“OWNER”:** City of Boca Raton Utility Services and Public Works and Engineering Departments
- o. **“Photographs (Pictures)”:** Taking pictures of locate marks which shall include a reference point in the picture for future identification where the marks were located. Pictures should be attached to the locate ticket.
- p. **“Positive Response”:** A system use in the Sunshine 811 “IRTHNet One Call” where response codes (Close Codes) are entered and/or additional information can be added as necessary. The contractor shall use the Positive Response system to log all contracts with the Excavator / Ticket originator on what has transpired with the locate Ticket.
 1. Locate Delays
 2. Changes to the ticket
 3. Agreements to how the location will be marked
 4. Continuation of marking
 5. Any other reason that the facility has not been marked.
- q. **“Reasonable Accuracy”:**
 1. Locating the approximate horizontal location of an Underground Facility (as defined in 9-x) to the specifications required by applicable law.
 2. By definition, a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
 3. GIS and CAD drawings.

- r. **“Standard Locate”:** Most of the locates are “standard” and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, AutoCAD Maps, GIS, and/or guided by superficial Facility components. Standard Locate includes all OWNER Utility Services and Public Works and Engineering Utility Infrastructure/Facilities (Raw Water (RWS), Potable Water (PWS), Wastewater (WWS), and Reclaimed Water (RCS) both Metallic and Non-Metallic pipes, Stormwater (SWS), and Fiber Network (FNS) in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. Payment is unit cost per SSOCOF Ticket or area White Lined by Excavator/OWNER.to include but not limited to:
 1. Wastewater force mains
 2. Wastewater gravity mains
 3. City side wastewater laterals
 4. Potable water mains
 5. City side potable water services
 6. Raw Water pipe
 7. Reclaimed water mains
 8. City side reclaimed water services
 9. Hydrants - both potable and reclaimed water
 10. City side fire lines
 11. Valves and maintenance access structures
- s. **“Sunshine State One Call of Florida (SSOCOF)”:** The State of Florida service by which an excavator can notify utility companies of proposed Excavations and request field marking of underground facilities.
- t. **“The System”:** Electronic State of Florida service using IRTnet called the Sunshine State One Call of Florida (SSOCOF).
- u. **“Ticket”:** The electronic request to physically locate OWNER facilities from SSOCOF.
- v. **“Unit”:** Standard locate fee charged per 500 feet. Tickets will include 1-11 units. Only one Standard Locate Fee can be charged per 500 feet, where OWNER maps/GIS and AutoCAD have identified any type of OWNER underground infrastructure, irrespective of quantity.
- w. **“Underground Facility”, i.e. “Facility”:** Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reclaimed water or electronic communications.

PART III BIDDING AND AWARD PROCEDURES

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

3.02 QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN QUALIFICATION OF BIDDER FORM.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to warrant that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

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

3.05 SUBCONTRACTING

It is the intention of this Bid not to subcontract any work. However, if a Bidder must subcontract, they may not subcontract any more than 25% of any portion of this Contract for any reason. (The City discourages subcontracting practices for any substantial portion of the requested services in this Bid).

If a Bidder will be subcontracting any portion of the work, for any reason, Bidder must include **this information with their Bid response in writing by use of Schedule of Subcontractor Participation Form detailing extent of work to be performed by subcontractor**.

If Bidder should need to change subcontractor information, changes are subject to the approval by the City. The City of Boca Raton reserves the right to reject a Bid of any Bidder if the Bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

Changing subcontractors throughout the course of the Contract is prohibited, unless the Contractor obtains written approval from the City project manager and replaces the subcontractor with a new subcontractor that is equivalent

in experience and qualifications. The City reserves the right to reject any request to change subcontractor that does not meet these requirements, and Contractor will be required to find an equivalent subcontractor

Contractor shall ensure that all subcontractors have and maintain proper insurance for the portion of the work that they will be completing, as well as all workers' compensation and other insurance.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City of Boca Raton.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.9 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's Bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 WARRANTY

Warranty shall be as detailed in the Technical Specifications/Statement of Work.

3.08 METHOD OF AWARD

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

- The City reserves the right to award to a single Bidder on an all or none basis to the lowest responsive and responsible bidder.

3.09 TIE BID RESPONSES

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

3.10 POST AWARD MEETING

Within 7 days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Contact lists and phone numbers
- Names, Titles and Number of crew servicing account
- Equipment to service account.
- Response time for services
- Adherence to safety requirements

- Performance Standards

The City Project manager will arrange for the post award meeting.

City of Boca Raton Project Manager: **Lee Duerr, Utilities Network Supervisor, lduerr@bocaraton-fl.gov.**

PART IV INSURANCE REQUIREMENTS

Proof of ability to obtain insurance to be submitted with bid document

WORKER'S COMPENSATION

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

COMMERCIAL GENERAL LIABILITY

The contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **\$1,000,000** per occurrence, **\$2,000,000** aggregate for Bodily Injury Liability and Property Damage Liability with no more than a \$25,000 deductible.

The City of Boca Raton must be named as an additional insured on the commercial general liability policy on a primary and non-contributory basis, and provide such endorsement. The additional insured requirement is waived if the vendor is delivering a product owned by the City. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by fax to 561-393-7983.

BUSINESS AUTOMOBILE LIABILITY

The contractor shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **\$500,000** per occurrence for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

The Contractor agrees to notify the City within (5) business days in the event of coverage cancellation or non renewal, material change, modification or lapse of coverage by written notice to the Purchasing Division by fax to 561-393-7983

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The CONTRACTOR shall procure and maintain, for the life of this Contract either Professional Liability Insurance or Errors and Omissions Insurance that is Project specific. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis and kept for at least 2 years after completion. The minimum limits of coverage shall be \$1,000,000 per claim.

SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within (5) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

Proof of ability to obtain insurance to be submitted with Bid document unless exempted.

PART V PURCHASE ORDER AND CONTRACT TERMS

5.01 CONTRACT

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

5.02 CONTRACT PERIOD AND AUTOMATIC RENEWAL

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a two (2) year term **automatically** renewed thereafter for five (5), one-year renewal periods subject to termination clause(s) as provided herein.

Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

5.03 ANNUAL COST ADJUSTMENT

Prices quoted shall be firm for two years (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1. Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bona fide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4. The City may, after examination, refuse to accept the adjusted costs if the cost adjustments are not adequately validated with supporting documentation. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

5.04 MODIFICATIONS/ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS

Although this Bid identifies specific products/services/locations to be serviced, it is hereby agreed and understood that any product/service/location may be deleted from this Contract at the option of the City at any time when and where deemed necessary with written notice by the City.

When the City may require additional products/services/locations, the Contractor agrees to provide a price quote for such product/services/locations based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services/locations from other vendors or to cancel the Contract or a portion of the Contract. Items added or amended must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee by use of a contract modification.

5.05 METHOD OF ORDERING

Items shall be ordered via an individual purchase order

5.06 DELIVERY

Delivery/completion of services is required within specified calendar days identified in each Notice to Proceed.

The Contractor shall immediately notify the City Project Manager of any delay including the cause of the delay in order for the OWNER to remain in compliance with the requirements contained in Chapter 556 FS.

If the Contractor shall be delayed in the completion of services by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above for the completion of delivery may be extended by such time as approved by the City Project Manager.

5.07 DEFAULT FOR DELIVERY TIME REQUIREMENTS

In the event that the Contractor cannot provide the equipment/services within the delivery time as submitted in their Bid response/identified in the Bid or such time as extended by the City Project Manager in writing, the City may then consider said inability to be a breach of this Contract and may terminate the Contract and cancel the order and current purchase order(s) and award to the next lowest responsive responsible Bidder.

5.08 QUANTITY

The quantities shown are estimated as an annual requirement. The anticipated value during the contract term is \$600,000.

The City of Boca Raton reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

The estimated quantities are used by the City for purposes of determining the mathematical calculations for bid evaluation.

5.09 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.3 and 5.6, the City of Boca Raton will pay 100% of the Contract price for each order \ after all services have been provided and accepted by the City. The using department will make final inspection of the services covered by this Bid when it is \ installed in accordance with the specifications and must be approved before payment is made.

5.10 UNSUCCESSFUL SERVICES

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and given a time frame to correct the work/deficiency. There will be no cost to the City for these corrections. If work/deficiency is not corrected, or if the Contractor fails to perform any required service within the time frame agreed to, the City reserves the right to:

- a. Obtain the service of an alternate contractor. Deductions of the cost of such substitute will be made from the Contractor's payments or owed to City. Exemptions may be given by the City if notified of any delays, problems or conflicts that may arise during the course of a particular project.
- b. Negotiate with the Contractor on a payment for the portion of acceptable work completed and usable to the City.
- c. Request for immediate replacement of services of partial or entire order.
- d. Cancellation of remaining order at no cost to the City
- e. Withholding payment until compliance is received

Unsatisfactory performance may result in the termination of the Contract

5.11 PURCHASE ORDER DURATION

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the City term Contract shall apply to the single delivery/performance and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Contract. However, if the Contractor expressly and in writing notifies the City Buyer as listed on the Purchase Order within three (3) business days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration

of the term contract, then the purchase order will either be amended in writing by the City within three (3) business days of receipt of the contractor's notice to reflect the term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the term contract period by more than twelve months, including any term extension periods.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

5.12 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.13 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.14 E-VERIFY

By entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

Technical Specifications and Statement of Work.

1.0 SPECIFICATIONS AND REQUIREMENTS

1.1 SCOPE OF WORK

The OWNER requires Subsurface Underground Facility or Utility Infrastructure Locating Services that accurately and comprehensively identify and mark all of our underground facilities/utilities/infrastructure. As requested by an Excavator, the Contractor, on behalf of the OWNER, shall receive Locate Request Tickets through the Sunshine State One Call of Florida, Inc. (SSOCOF) system. The OWNER reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized by their firm to perform locate services under the contract.

The City's estimated annual expenditure for services is \$300,000. This expenditure is estimated and shall not be construed as actual expenditure intended by the City under this contract.

1.2 BID ITEMS

The quantities shown on the Bid Form are estimated annual requirements used for bid evaluation purposes. The estimated annual requirements referenced on the Bid Form are based on past usage with the City. Bidders shall not utilize these estimates as actual or anticipated usage to be derived for the purposes of this bid/contract. The City of Boca Raton reserves the right to increase or decrease the estimated annual requirements as necessary to meet actual requirements.

ITEM #1:

Standard Locate and Mark

Standard Locate (Business Hours) and Mark all OWNER Utility Infrastructure/Facilities (Raw Water (RWS), Potable Water (PWS), Wastewater (WWS), and Reclaimed Water (RCS) both Metallic and Non-Metallic pipes, Stormwater (SWS), and Fiber Network (FNS) in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. Payment is unit cost per SSOCOF Ticket or area White Lined by Excavator/OWNER. This includes City side services.

ITEM #2:

Emergency Locate and Mark

Emergency Locate Ticket (Business Hours) Locate and Mark all OWNER Utility Infrastructure/Facilities (Raw Water (RWS), Potable Water (PWS), Wastewater (WWS), and Reclaimed Water (RWS) both Metallic and Non-Metallic pipe, Stormwater (SWS), and Fiber Network (FNS) in the Area Specified in the SSOCOF Ticket, or White lined by Excavator. Payment is unit cost per SSOCOF Ticket or area White Lined by Excavator/OWNER. This includes City side services.

ITEM #3:**Emergency Locate and Mark**

Emergency Locate Ticket (5:01 p.m. - 7:59 a.m. Weekdays, and all-day Saturday, Sundays, and Holidays) Locate and Mark all OWNER Utility Infrastructure/Facilities (Raw Water (RWS), Potable Water (PWS), Wastewater (WWS), and Reclaimed Water (RWS) both Metallic and Non-Metallic pipes, Stormwater (SWS), and Fiber Network (FNS) in the Area Specified in the SSOCOF Ticket, or White lined by Excavator. Payment is unit cost per SSOCOF Ticket or area White Lined by Excavator/OWNER. This includes City side services.

ITEM #4:**Standard In-Plant Locate and Mark**

In-Plant Standard Locate and Mark all OWNER Utility Infrastructure/Facilities in the Area Specified and White Lined by the City. Payment is Unit cost per 500 ft. length.

ITEM #5:**Emergency In-Plant Locate and Mark**

In-Plant Emergency (5:01 p.m. - 7:59 a.m. Weekdays, and all day Saturday, Sundays and Holidays) Locate and Mark all OWNER Utility Infrastructure/Facilities in the Area Specified and White Lined by the City. Payment is Unit cost per 500 ft. length.

ITEM #6:**Locate with Vacuum Digging (Soft Dig) - UNPAVED**

Locate with vacuum digging (pot holing) and mark utilities in unpaved areas. Payment is unit cost for each soft dig excavation hole.

ITEM #7:**Locate with Vacuum Digging (Soft Dig) - PAVED**

Locate with vacuum digging (pot holing) and mark utilities in paved areas. Payment is unit cost for each soft dig excavation hole.

ITEM #8:**Locate, Expose Buried Infrastructure w/Soft Dig – UNPAVED**

This ITEM not be used in conjunction with any other pay item in this contract. This item is for, when ordered, the express purposes of physically locating, exposing and verification of buried infrastructure. Includes Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure in unpaved area. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet. Payment is unit cost for each soft dig Excavation hole.

ITEM #9:**Locate, Expose Buried Infrastructure w/Soft Dig – PAVED**

This ITEM shall not be used in conjunction with any other pay item in this contract. This item is for, when ordered, the express purposes of physically locating, exposing and verification of buried infrastructure. Includes Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure in paved area. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet. Payment is unit cost for each soft dig Excavation hole.

1.3 DUTIES AND RESPONSIBILITES OF CONTRACTOR

- a. The qualified Contractor is responsible for all the cost of performing locating functions for the SSOCOF Tickets issued to them and are required to ensure proper marking (locates).
- b. Provide and utilize office and field equipment (desktops and laptops) that are compatible to OWNER's equipment through Digtrack Ticket Management system and the electronic State of Florida service using IRTHNet One Call Ticket Management and Map Screening applications.
- c. Work closely with OWNER to provide uninterrupted electronic communications in the event of scheduled upgrades, or migrations that may occur within the OWNER's Digtrack Ticket Management system.
- d. Provide sufficient qualified staff to perform services as defined.
- e. Receive and record locate SSOCOF Ticket from OWNER during standard OWNER Business Days and office hours (approximately 8:00 a.m. to 5:00 p.m.)
- f. Follow the Scheduler's instructions noted on the locate SSOCOF Ticket.
- g. Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the OWNER, in addition to hard copy prints, as a source of information for their field technicians.
 - It is important when a SSOCOF Ticket is issued to the Contractor that the Contractor's staff person assigned that SSOCOF Ticket shall travel to the SSOCOF Ticket's location for proper disposition of the SSOCOF Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it takes to update the database map.

- h. Promptly notify the OWNER in writing, of any discrepancies or omissions in any of the OWNER records, or other information provided to the Contractor by the OWNER.
- i. Equip field personnel with laptops or other suitable portable electronic equipment capable of managing information in digital format. Receive and safeguard all OWNER location maps or records made available for locating purposes in a clean dry area in their facility.
- j. Maintain records appropriate to support invoicing and recording requirements set forth in this contract. Contractor agrees to the records retention period referenced in 2.7 of this section. Said records shall include a set of digital Photographs, which shall be filed under the SSOCOF Ticket number, and shall be date/time stamped for each of the areas marked and/or flagged.
- k. Use equipment and technology current at the time of award and every means necessary to identify OWNER's Locatable Underground Facilities. All Locating equipment or devices being used by the Contractor are subject to the OWNER's approval prior to or during the execution of this contract.
- l. Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the OWNER, in accordance with recommendations made by the designated OWNER agency.
- m. Contractor shall operate and comply in accordance with Florida Statute No. 556.
- n. Contractor's crews must be dispatched from facility that is located within 75 miles of the City of Boca Raton, Utility Services Department, 1401 Glades Road, Boca Raton, FL 33431.

1.4 DUTIES AND RESPONSIBILITES OF OWNER

- a. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented OWNER underground facilities/infrastructure/structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the OWNER. The Contractor understands that the maps furnished by the OWNER shall be the approximate general location of OWNER buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area). In areas where OWNER maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on OWNER maps/GIS and/or CAD. These events need to be recorded by the Contractor and relayed to the OWNER agency responsible for the underground systems. Where OWNER maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

b. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented OWNER underground facilities/infrastructure/structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the OWNER. The Contractor understands that the maps furnished by the OWNER shall be the **approximate general location of OWNER buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area)**. In areas where OWNER maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible. These events need to be recorded by the Contractor and relayed to the OWNER agency responsible for the underground systems. Where OWNER maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

1.5 LOCATE REQUEST SSOCOF TICKET PROCESSING

Contractor shall access/upload and assign SSOCOF Tickets for OWNER's Utility Services Area from Digtrack Ticket Management system.

a. Response Time:

The Contractor will be responsible for making arrangements with all Excavators for Locate Requests.

1. All standard Locate Requests shall be processed, and a Positive Response posted to The System, within two (2) business days of receipt from the SSOCOF. Requests for an underwater Excavation shall be processed, and a Positive Response posted to The System, within ten (10) days of receipt from SSOCOF.
2. After such time as stated above, if no updated response is posted to The System, the SSOCOF Ticket becomes "late" and the system will automatically resend that Ticket to the Member Operator at the current rate for such late SSOCOF Ticket. OWNER will deduct late SSOCOF Ticket amounts from the current month's payment to the Contractor.
3. Emergencies shall be processed with (2) hours of receipt from SSOCOF. The Contractor shall immediately contact all applicable Excavators requiring a meeting. The meetings shall be held between the Contractor and Excavator, as required, when the extent and location of an Excavation is undeterminable from the written or verbal communications (language on the SSOCOF Ticket), or when requested by the designated OWNER agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in Positive Response.
4. Response codes to SSOCOF must be entered into The System by the Contractor within two (2) OWNER Business Days of receiving the locate SSOCOF Ticket.
5. All marking delay requests must be documented by the Contractor with the Excavator within two (2) OWNER Business Days of receiving the locate SSOCOF Ticket with copy to the designated OWNER agency.

- c. Meetings shall be held between the Contractor and Excavator as required when the extent and location of an Excavation is undeterminable from the written or verbal communications (language on the SSOCOF Ticket), or when requested by the designated OWNER, Excavator or Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".
- d. A SSOCOF Ticket will include:
 1. Any and all Underground Facility locating up to 500 feet necessary to identify conflicts with proposed Excavation, irrespective of quantity or types of OWNER underground infrastructure identified within this 500 feet.
 2. The actual locating of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to one hundred fifty (150) feet in either direction of the intersections.
 3. When the Contractor believes a request is in excess of the 500-foot limit, the Contractor will instruct the Excavator to white-line the proposed Excavation Site, as provided in Florida Statute 556. The Contractor will immediately inform the OWNER electronically (e-mail) of the action taken and provide the actual number of locate units for that site. This document must be submitted with the Contractor's invoice for which it applies; else, the charge will not be reimbursed.
- e. SSOCOF Tickets which are originated by different Excavating Contractor(s) in the same geographic areas within two (2) OWNER Business Days are considered requests for the same facilities and the Contractor will be compensated for one physical locate in this area for all related SSOCOF Tickets. SSOCOF Ticket revisions will not incur separate/additional charges as they are simply updates to the original SSOCOF Ticket.
- f. All facilities located on concrete or asphalt surfaces shall be marked with the appropriate color paint, and facilities located in dirt or grassy areas will be marked with paint plus the appropriate color flags as in Florida Statute 556.
- g. Offset marks shall also accompany where Markings are in dirt/grass and also where the Markings will be disturbed or removed by the proposed Excavation.
- h. Emergency Locates: An emergency locate SSOCOF Ticket received after the close of business or during weekends or holidays must be performed within **two hours or less** from time received. Emergency SSOCOF Tickets cannot wait until the next business day. The Contractor will provide a 24-hour contact number for such requests. Contractor will report to the locate site with necessary appropriate equipment and personnel to complete the request. Emergency Locate Requests can be done verbally by phone and/or email with a follow up SSOCOF Ticket request to be done during business hours.

- i. Those locations where field visits indicate that no Underground Facilities exist should be so coded indicating that there is **no conflict** to show the Contractor has visited the site.
- j. Guidelines for Marking of Underground Facilities shall be as follows: Markings shall include a tolerance zone consisting of three Markings. The first mark shall be made along the horizontal route from the center line of the Underground Facilities. The other two marks shall be perpendicular to the first Marking at a distance of twenty-four (24) inches plus one half (½) the diameter of the Underground Facility.
- k. In the event the Contractor is unable to physically locate OWNER utilities after exhausting all the approved methods for locating underground facilities, Contractor shall contact the Excavating Contractor to inform of the presence of any Identified, but Un-locatable facilities. The Contractor will also advise the Excavating Contractor, via electronic communication (e-mail) that any location information supplied may not be within the definition of Reasonable Accuracy. The Contractor shall immediately inform the designated OWNER agency electronically (e-mail) of the action taken.
- l. OWNER expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets. These are the only acceptable disposition codes:

1 – Marked

A locate technician has been to your excavation site and marked the approximate horizontal location of underground facilities within the boundaries described on the ticket.

2E - Marked with Exceptions: Marked within the confines of the white-lined area.

A locate technician marked the approximate horizontal location of buried facilities **WITHIN** the white-lined area. (White paint, stakes or other white marks define the dig site boundary.) Any excavation outside the white-lined area requires a new ticket.

3A - Unmarked: Locate technician could not gain access to property; call utility to schedule access.

Excavation site is unmarked. A utility's locate technician was sent to the excavation site but was unable to access the area to be marked due to a locked gate, blocked entrance, guard dog or other circumstance prohibiting entry. Call the utility to re-schedule a time when the entrance will be open.

3B - Unmarked: Incorrect address information. Call Sunshine 811 to verify the information on the ticket.

Excavation site is unmarked because the address could not be found. Please call 811 or (800) 432-4770 to verify the address information and make adjustments to the ticket as necessary

4 – Clear, no facilities

The utility has no facilities at the specified excavation site

5 – No conflict, utility is outside of the requested work site.

The utility has a facility near the excavation site, but it is not within the area that was either described on the ticket or white line

Any other codes require advance written approval from the designated OWNER agency, which must be submitted with the invoice.

- m. Any other provisions of this contract to the contrary notwithstanding, the Contractor reserves the right to decline any locate SSOCOTickets in areas which the Contractor deems impractical to serve due to inaccessibility or other reasonable conditions. OWNER will monitor these situations and modify procedures, if necessary, for future assignments.

1.6 DAMAGE TO FACILITIES

- a. Contractor shall investigate all incidents of buried facility damage when the accuracy of the OWNER's facilities is suspect or questionable and will submit a written report of said Damage Investigation with photos of the area, within five (5) OWNER Business Days following the actual damage notification. The Contractor will maintain a copy of such written reports in accordance with the records retention period referenced in 2.7 of this section. The Contractor will provide testimonial support in cases deemed necessary by the OWNER.
- b. Contractor shall be responsible for all costs incurred to repair damages to OWNER facilities that were incorrectly located by the Contractor, regardless of reason. The designated OWNER agency shall document the damages and formally inform Contractor of the cost to repair the facilities.
- c. The OWNER may elect to use a separate company to do a parallel Damage Investigation to determine the precise details of the incident and to determine responsibility for the damages that were incurred during excavation work.

1.7 RECORD KEEPING AND REPORTING

- a. The Contractor agrees to maintain records to support all work performed and all items billed to the OWNER and shall retain all such records for a period of five (5) years.
- b. The Contractor must retain all digital files or other written messages for five (5) years.
- c. The OWNER may request from the Contractor, at no additional cost, audit details of all or randomly selected SSOCOF Tickets received for each billing period.
- d. The Contractor shall prepare a formal report of incidents or damages concerning accuracy of the Locate process including names, measurements, addresses, methods, Pictures, or other pertinent information relative to the incident. Reports shall be furnished to the designated OWNER agency within five (5) OWNER Business Days of the reported error.

1.8 INVOICING AND PAYMENTS

- a. Contractor shall submit a monthly invoice to the OWNER on the 15th of the following month itemizing all SSOCOF Tickets performed the previous month. Payment terms are Net 30. Payment shall be made only after work has been completed to the City's satisfaction, and where an acceptable invoice has been received and approved by the City. In conjunction with General Term and Condition No. 5.03 and 5.06, the City of Boca Raton will pay 100% of the contract price for each month after all services have been accepted. The using Department will make final inspection of the work covered by this bid when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the awarded bidder's responsibility as outlined will result in either one or any of the following as determined by the City:
 - Payment withholding until compliance is received and approval granted.
 - Cancellation of partial or entire order at no cost to the City.
 - Request for immediate replacement and/or correction of partial or entire order.Invoice must reflect purchase order number. A schedule of all SSOCOF Tickets performed the previous month shall be submitted with the invoice noting information referenced in b, c & d.

- b. Acceptable Billing Codes

1 – Marked

4 – Clear, no facilities

5 – No conflict, utility is outside of the requested work site.

Any other codes require advance written approval from the designated OWNER agency, which must be submitted with the invoice.

- c. The Contractor's invoice shall include the following sections and data items:

HEADER

1. OWNER purchase order number
2. Invoice Date
3. Invoice Number (Contractor's next sequential number for this purchase order)
4. Bill Period during which the services were performed
5. The total number of SSOCOF Tickets (QTY) and units received during the Bill Period
6. Total number of located, marked or cleared SSOCOF Tickets (QTY) and units for the Bill Period
7. Total number of SSOCOF Tickets (QTY) and units received during the Bill Period but were not located and marked. Provide details in backup documentation and include SSOCOF Disposition Code for the requests that were not marked.

BODY

1. Commodity Code Item Number (Refer to Bid Sheet)
2. Commodity Code Description (Refer to Bid Sheet)
3. Number of SSOCOF Tickets located
4. Number of Units (as listed in located SSOCOF Ticket)
5. Unit Price
6. Total Due per Commodity Code
7. Total Due (current invoice)

SUMMARY

1. Overdue Balance
2. Total Balance Due Contractor
3. Remittance Address

d. Include a Microsoft Excel or equal format itemized attachment in the invoice package that includes the following data for SSOCOF Tickets located or cleared during the Bill Period. **Note that this information must match SSOCOF ticket detail in The System (SSOCOF); else, the Ticket is not eligible for compensation. A sample template will be provided by the OWNER.**

1. SSOCOF Ticket Number
2. Number of Units (as shown in ticket details)
3. Date received
4. Location with cross street (as shown in ticket details)
5. Date located (or N/A if not located)
6. Reason Code (if "Date Located" is N/A)
7. Type of Request
8. Sub-totals and totals for each

e. OWNER will review the invoice package and inform the Contractor of any disputed charges. Contractor will be provided the opportunity to provide additional justification for payment before OWNER calculates the final remittance amount and processes payment. The Contractor will be advised to submit a revised invoice if numerous discrepancies are noted.

1.9 DEBRIS

Contractor shall be responsible for the prompt removal of all debris which results from services in this contract.

1.10 PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, he/she shall conform to all municipal, county, state, federal, local laws, ordinances and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to insure the least possible obstruction to normal pedestrian and vehicular traffic to insure the protection of persons and property, in a manner satisfactory to the OWNER. There shall be no obstruction of the travel lanes without approval from the designated Project Manager of the OWNER. No road or street shall be closed to the public, except with the permission of a proper governmental authority or the Project Manager of the OWNER. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary

provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

1.11 SAFETY AND BARRICADES

Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for personnel and maintenance of services in accordance with all state and federal Department of Transportation (DOT) regulations, which include, but are not limited to the proper use and placement of cones, signage barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public. Contractor shall provide personal protective equipment for their personnel which includes, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, etc. Any Contractor improperly prepared shall be dismissed until proper equipment is secured. Contractors are required to follow "State of Florida Manual on Traffic Control and Safe Practices".

1.12 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents.

1.13 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.