



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING DEPARTMENT

INVITATION TO BID

ITB NO.: 2018-050

TITLE: WATER SERVICE CONNECTIONS AND RESTORATION

DUE DATE AND TIME: SEPTEMBER 19, 2018 AT 2:00 PM

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time). All Bids will be publicly opened at City Hall, unless otherwise specified.

Submission of Bids electronically will be through BidSync (www.bidsync.com) until the Due Date and Time as indicated in this ITB. BidSync does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its electronic Bid submission is complete prior to the solicitation Due Date and Time. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITB. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach [website](#); (c) Request via email purchasing@mydelraybeach.com; or (d) City Hall via hard copies.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City may not evaluate incomplete Bid packages. BidSync is an independent entity and is not an agent or representative of the City. Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process should be submitted in writing through the "Question" feature on www.bidsync.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on September 10, 2018 at 5:00pm.



**The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444**

LEGAL ADVERTISEMENT

**INVITATION TO BID NO. 2018-050
WATER SERVICE CONNECTIONS AND RESTORATION**

The City of Delray Beach is seeking Bids from qualified contractors to furnish and provide maintenance of water service connections and restoration at various locations throughout the City of Delray Beach.

Invitation to Bid documents are available beginning August 28, 2018 on the Purchasing webpage on the City of Delray Beach [website](#); on the BidSync website – www.bidsync.com; via email request to purchasing@mydelraybeach.com; and via hard copy at City Hall.

Submission of Bids electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Deadline for Submission as indicated in this ITB. The Due Date and Time for submission of Bids is September 19, 2018 at 2:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at City Hall. Late Bids will not be accepted.

The City will not hold a Pre-Bid Conference for this solicitation.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services should be submitted in writing using the 'Question' feature on www.bidsync.com.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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SECTION 1 GENERAL TERMS AND CONDITIONS

- 1.1 DEFINITIONS
- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
 - b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
 - c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.
 - d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.
 - e. City: shall refer to the City of Delray Beach, Florida.
 - f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
 - g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
 - h. Invitation to Bid: formal request for Bids from qualified Bidders.
 - i. Purchasing Department: Purchasing Department of the City of Delray Beach, Florida.
 - j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
 - k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.
- 1.2 CONE OF SILENCE
- Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.
- 1.3 ADDENDUM
- The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- 1.4 LEGAL REQUIREMENTS
- This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- 1.5 CHANGE OF BID
- Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- 1.6 WITHDRAWAL OF BID
- A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- 1.7 CONFLICTS WITHIN THE BID SOLICITATION
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- 1.8 PROMPT PAYMENT TERMS
- It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small

businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

1.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

1.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities,

and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing and Contracts Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

1.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to

quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the awarded Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the awarded Bidder, continue until completion at the same prices, terms, and conditions.

1.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.18 BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

1.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

1.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall

1.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or

investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

1.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

1.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

1.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if

the Bidder is capable of performing the requirements of this Bid Solicitation.

- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.36 ADDITIONAL FEES AND SURCHARGES
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.37 COMPLIANCE WITH FEDERAL STANDARDS
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

1.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

1.39 BINDING EFFECT
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

1.40 SEVERABILITY
In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

1.41 GOVERNING LAW AND VENUE
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all

proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

1.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

1.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

1.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

1.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.47 MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

1.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

1.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

1.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

incurred by the City as a result of having to secure the services of another vendor.

1.51 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

1.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

1.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

1.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

1.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were

1.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

1.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

1.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and

emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

1.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

1.62 BIDDER'S COSTS

The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

1.64 FORCE MAJEURE

The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Delray Beach.

1.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

1.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

END OF SECTION 1

SECTION 2 SPECIAL TERMS AND CONDITIONS

- 2.1 **PURPOSE**
The purpose of this Solicitation is to secure an Agreement to furnish and provide installation of water service connections and restoration at various locations throughout the City of Delray Beach, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.
- 2.2 **CONTRACT MEASURES AND PREFERENCES**
Intentionally Omitted
- 2.3 **PRE-BID CONFERENCE AND SITE VISIT**
Intentionally Omitted
- 2.4 **TERM OF CONTRACT**
The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect for a term of three (3) years.
- 2.5 **OPTIONS TO RENEW**
Upon mutual acceptance between the City and the awarded Bidder, the Agreement may be renewed for up to two (2) additional years.
- 2.6 **METHOD OF AWARD: LOWEST PRICE**
The City will award this Agreement to the responsive and responsible Bidder who submits the lowest price to perform the work. The City, in its sole discretion, may elect to award this Agreement by Section and/or in its entirety and to one or more Bidders, as deemed to be in the best interest of the City.
- 2.7 **PRICES SHALL BE FIXED AND FIRM**
If the Bidder is awarded an Agreement under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the initial one-year period. Bid items that use a percentage markup over Bidders' cost shall not exceed a 10% markup.
- 2.8 **PRICE ADJUSTMENTS**
The seasonally-adjusted annually Wage Earners Consumer Price Index (CPI) will be utilized for price adjustments during the contract term. Price adjustments shall not exceed three percent (3%).
- 2.9 **PRODUCT SPECIFICATIONS**
Unless otherwise noted in Section 3, or in addition to the specifications detailed in Section 3, products utilized pursuant to this solicitation shall meet the City's Engineering Standards. A list of products can be found on pages SPL-1 through SPL-3 of the Index to City of Delray Beach Engineering Standards document. The Index to City of Delray Beach Engineering Standards document can be found at the following web address: <http://www.mydelraybeach.com/Environmental%20Services/Front%20End%20ENGINEERING%20STANDARDS%202014.pdf>. Where applicable, proposed equal products should be submitted to

the City for consideration prior to the Due Date and Time for submission of bids. Equal product requests shall reference the associated the Bid Item No. Imported products may not be accepted. If approved, an addendum will be issued approving the equal product.

2.10 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Purchasing Department and approved by the City's Risk Management Division.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- e. Pollution Liability Insurance – with limits of not less than \$1,000,000 per occurrence with an aggregate of \$2,000,000. Shall be provided and maintained by awarded Bidder to cover the legal liabilities for bodily injury and property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work performed under the Contract. Coverage shall be provided for both the work performed on site, as well as the transport and disposal of hazardous materials.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by the Risk Management Division, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

2.11 PERFORMANCE BOND
Intentionally Omitted

2.12 CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

2.13 BID BOND/GUARANTY
Intentionally Omitted

2.14 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the City for progress payments for work that has been completed, and has been inspected and accepted by the City. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

2.15 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by

the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

2.16 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of the same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved.

2.17 SUBCONTRACTORS OF WORK

As part of its Bid, the Bidder should identify any and all subcontractors that will be used in the performance of the proposed work. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation at a later date.

2.18 OTHER FORMS OR DOCUMENTS

If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.19 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder fail to deliver or complete the work within the time stated in the Agreement, it is hereby agreed and understood that the City reserves the authority to cancel the Agreement with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for paying the awarded Bidder for work which was completed and items delivered and accepted by the City in accordance with the Agreement specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

2.20 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.21 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

2.22 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Agreement shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Agreement cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

END OF SECTION 2

SECTION 3 SCOPE OF SERVICES

3.1 SUMMARY

The awarded Bidder will furnish and install water service connections and restoration, including water taps and restoration related to the two inch (2") galvanized water main replacement to include taps; service connections; placement of meter boxes; valves; service lines and restoration; and installation of water meters and attached equipment. The awarded Bidder will also provide maintenance of 6" DIP and PVC water mains, fire hydrants, sample points, relocation of water services, meters, and mains for various locations within the City of Delray Beach's (City) Utilities service area. Work will be performed on an as-needed basis and in accordance with the details outlined herein Section 3.

- a. Residential Water Service (Bid Item Nos. 40-48)
 - i. Bid Item Nos. 40-42: Furnish and Install Water Service Pipe for Installation/Replacement of Water Service. Installation of schedule (SCH) 40 polyvinyl chloride (PVC) pipe shall be performed using trenchless methodologies providing a minimum of 12 inches of cover, including all fittings. Excludes meter, house and/or sprinkle connections; if required, refer to Bid Item Nos. 1 and 43.
 - ii. Bid Item No. 43: Reconnection of Existing Sprinkler Connection. Includes excavations of sprinkler connection, installation of required fittings and final connection to sprinkler system. Excludes any additional piping; if required, refer to Bid Item Nos. 2, 40, 41, and 42.
 - iii. Bid Item No. 44: Installation of Hose Bib. Includes installation of 3/4" copper riser pipe, 3/4" copper fittings (as required), 3/4" hose bid, two copper pipe straps, and connection to within three feet of existing water source.
 - iv. Bid Item No. 45: Replacement of House Isolation Valve. Includes installation of 3/4" copper riser pipe, 3/4" copper fittings (as required), and removal and replacement of house isolation valve.
 - v. Bid Item No. 46: Installation of Vacuum Breaker (Zurn or equal) hose bib. Includes installation of 3/4" vacuum breaker device onto existing 3/4" hose bib.
 - vi. Bid Item Nos. 47-48: Relocation of Existing Backflows. Includes excavation of existing unit, relocation of unit, and reconnection (including required fittings, supports, and straps). Excludes backflows testing; if required, refer to Bid Item Nos. 90 and 91.
- b. Water Service (Bid Item Nos. 49-57)
 - i. Bid Item Nos. 49-50: Furnish and Install 1" and 1-1/2" Corporation Stop and Saddle Less Than 4' Deep. Includes excavation of existing water main, installation of appropriate saddle (2" thru 10") to main, and installation of corporation stop, wet tap, backfill and compaction. Excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.

- ii. Bid Item No. 51: Installation of 2" Resilient Seat (RS) Gate Valve and Saddle with Valve Box. Includes excavation of existing water main, installation of appropriate saddle (2" – 10") to main, installation of 2" RS gate valve, wet tap, cast iron valve box assembly with lid, backfill and compaction. Excludes concrete valve pad; if required, refer to Bid Item No. 131. Also excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69, and 70.
 - iii. Bid Item No. 52: Installation of 2" Polyethylene (P.E.) Water Service Short Side. Includes excavation/boring, 2" P.E. pipe, connection to existing corporation stop, and connection to existing ball meter valve. Excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.
 - iv. Bid Item No. 53: Installation of 1" P.E. Water Service Short Side. Includes excavation/boring, 1" P.E. pipe, connection to existing corporation stop, and connection to existing ball meter valve. Excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.
 - v. Bid Item No. 54: Installation of 1" P.E. Water Service Long Side with SCH 40 1.5" Casing. Includes excavation of both sides of roadway to a depth of a minimum of 24" to the top of the casing pipe, direction bore to install 1.5" SCH 40 casing, installation of 1" P.E. pipe, connection to existing corporation stop, and connection to existing ball meter valve. Excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.
 - vi. Bid Item No. 55: Installation of 1" Ball Meter Valve. Includes all components for the installation of either a 1" Straight ball meter valve with 1" yoke bar and 1" outlet or 1" straight ball meter valve and tail pipe or 1" U-Branch ¾" X ¾" with tail pipes. Line item shall cover all assembly and connections necessary. Excludes meter installation or meter box installation; if required, refer to Bid Item Nos. 11a, 12a, 21, and 22.
 - vii. Bid Item Nos. 56-57: Installation of 1.5" or 2" Ball Meter Valve. Includes all components for the installation of either a 1.5" or 2" straight ball meter valve Copper Tubing Size (CST) BY Female Iron Pipe thread (FIP) with tail pipe. Line item shall cover all assembly and connections. Excludes meter installation or meter box installation; if required, refer to Bid Item Nos. 12a, 23, and 24.
- c. Water Main (Bid Item Nos. 58-71)
- i. Bid Item No. 58: Installation of 4" C900 PVC Pipe with Fittings. Includes normal excavation to provide 36" of cover, pipe fittings (as required but excluding offsets), backfill and compaction of trench. Excludes density tests; if required, refer to Bid Item No. 67. Also excludes any sod, asphalt or concrete restorations; if required, refer to Bid Item Nos. 33, 34, 69, 70 and 145.
 - ii. Bid Item No. 59: Installation of 6" C900 PVC Pipe with Fittings. Includes normal excavation to provide 36" of cover, pipe fittings (as required but excluding offsets), backfill and compaction of trench. Excludes density tests; if required, refer to Bid Item No. 67. Also

- excludes any sod, asphalt or concrete restorations; if required, refer to Bid Item Nos. 33, 34, 69, 70 and 145.
- iii. Bid Item No. 60: Installation of 8" C900 PVC Pipe with Fittings. Includes normal excavation to provide 36" of cover, pipe fittings (as required but excluding offsets), backfill and compaction of trench. Excludes density tests; if required, refer to Bid Item No. 67. Also excludes any sod, asphalt or concrete restorations; if required, refer to Bid Item Nos. 33, 34, 69, 70 and 145.
 - iv. Bid Item Nos. 61-62: Installation of 4" and 8" Class (CL) 350 Ductile Iron (DI) Pipe with Fittings. Includes normal excavation to provide 30" of cover, pipe fittings as required (excluding offsets), backfill and compaction of trench. Excludes density tests; refer to item no. 66; Excludes any sod, asphalt or concrete restorations, refer to Bid Item Nos. 33, 34, 69, 70 and 145.
 - v. Bid Item No. 63: Installation of Fire Hydrant with Materials. Includes excavation, standard fire hydrant American Darling B84-B or equal, 6" DI pipe, two mega lugs, connection to Mechanical Joint (MJ) gate valve, backfill and compaction. Excludes 6" MJ gate valve; if required, refer to Bid Item No. 6. Also excludes any sod, asphalt or concrete restorations; if required, refer to Bid Item Nos. 33, 34, 69, 70 and 145.
 - vi. Bid Item No. 64: Installation of 2" Blow Off Assembly. Includes installation of 2" Bronze Angle Valve (Crane catalog No. 701 or approved equal), 90-degree brass fitting, 2" brass nipple, 2" brass cap plug, US Foundry (USF) No. 7630 valve box and cover. Excludes 2" tap, corporation stop and 2" P.E. pipe; if required, refer to Bid Item Nos. 4 and 52.
 - vii. Bid Item No. 65: Installation of 4" MJ Gate Valve with Box. Includes 4" MJ gate valve, two 4" mega lugs, and valve box assembly with lid. Excludes concrete valve pad; if required, refer to Bid Item No. 131. Also excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.
 - viii. Bid Item No. 66: Installation of 8" MJ Gate Valve with Box. Includes 8" MJ gate valve, two 4" mega lugs, and valve box assembly with lid. Excludes concrete valve pad; if required, refer to Bid Item No. 131. Also excludes restoration of any concrete or asphalt; if required, refer to Bid Item Nos. 33, 34, 69 and 70.
 - ix. Bid Item No. 67: Density Testing. This item is to be used in conjunction with projects requiring density tests be performed. Includes scheduling, proctor test, and performing density testing on project sites. Detailed reports for each test performed shall be provided to the City. City shall not pay for any standby time.
 - x. Bid Item No. 68 (per site): Proctor Testing. This item is to be used when an area requires density tests prior to performing an asphalt patch.
 - xi. Bid Item Nos. 69-70: Restoration of Asphalt in the Roadway. Includes 1.5" of hot asphalt and 6" of roadrock compacted to acceptable minimum standards.

- xii. Bid Item No. 71: Engineering Fees. This item is to be used when the awarded Bidder will be required to retain an engineer certified drawing, etc. Price shall be a percentage markup from awarded Bidder's cost.
- d. Reuse Water Service (Bid Item Nos. 72-82)
- i. Bid Item Nos. 72-75: Furnish and Install Reuse Service Pipe. Includes installation of SCH 40 Purple PVC pipe performed using trenchless methodologies providing a minimum of 12 inches of cover, including all fittings. Excludes meter or sprinkle connections; if required, refer to Bid Item No. 76.
 - ii. Bid Item No. 76: Reconnection of Existing Sprinkler Connection. Includes excavations of sprinkler connection, installation of required fittings and final connection to sprinkler system. Excludes any additional piping; if required, refer to Bid Item Nos. 2, 40, 41, 42.
 - iii. Bid Item No. 77: Installation of Hose Bib Marked Reuse. Includes installation of ¾" copper riser pipe, ¾" copper fittings (as required), ¾" hose bid, two copper pipe straps and connection. This hose bib will have a tag marking it as a reuse non-potable source.
 - iv. Bid Item Nos. 78-82: Installation of 5/8"-2" In-Line Check Valve on Potable Customer Line. All check valves shall be provided to the awarded Bidder by the City at no cost. Includes notification to customer that water will be shut off, excavation of meter box, turn off meter at curb stop, remove existing meter, install new 5/8" in-line check valve, make connection to customer's line, reinstall water meter using new washers, re-establish water to customer, flush lines and record all meter information on work order for processing. Excludes installation/replacement of meter box/lids; if required, refer to Bid Item Nos. 11a through 12c.
- e. Water Meter and Backflow Service (Bid Item Nos. 83-93)
- i. Bid Item No. 83: Installation of 5/8" or 3/4" In-Line Check Valve on Customer Line. All check valves shall be provided to the awarded Bidder by the City at no cost. Includes notification to customer that water will be shut off, excavation of meter box, turn off meter at curb stop, remove existing meter, install new 5/8" or 3/4" in-line check valve, make connection to customer's line, reinstall water meter using new washers, re-establish water to customer, flush lines and record all meter information on work order for processing. Excludes installation/replacement of meter box/lids, RPZ backflows, meter risers and resetter; if required, refer to Bid Item Nos. 11a, 11b, 19, 20, and 88.
 - ii. Bid Item No. 84: Installation of 1" In-Line Check Valve on Customer Line. All check valves will be provided to the awarded Bidder by the City. Includes notification to customer that water will be shut off, excavation of meter box, turn off meter at curb stop, remove existing meter, install new 1" in-line check valve, make connection to customer's line, reinstall water meter using new washers, re-establish water to customer, flush lines and record all meter information on work order for processing. Excludes installation/replacement of meter box/lids, Reduce Pressure Zone device (RPZ) backflows, meter risers and resetter; if required, refer to Bid Item Nos. 11a, 11b, 19, 20, and 88.
 - iii. Bid Item Nos. 85-87: Installation of 1-1/4"-2" In-Line Check Valve on Customer Line. All check valves shall be provided to the awarded Bidder by the City at no cost. Includes

notification to customer that water will be shut off, excavation of meter box, turn off meter at curb stop, remove existing meter, install new 1-1/4"-2" in-line check valve, make connection to customer's line, reinstall water meter using new washers, re-establish water to customer, flush lines and record all meter information on work order for processing. Excludes installation/replacement of meter box/lids, RPZ backflows, meter risers and resetter; if required, refer to Bid Item Nos. 12a, 12b, 12c, 89, and 31.

- iv. Bid Item No. 88: Installation of 3/4" or 1" RPZ Backflows. Includes all components to install 3/4" or 1" RPZ backflow, RPZ backflow, all copper pipe risers, copper fittings, brackets/straps, and connections to meter and customer's line. Excludes backflow testing; if required, refer to Bid Item Nos. 90 and 91.
 - v. Bid Item No. 89: Installation of 1.5" or 2" RPZ Backflows. Includes all components to install 1.5" or 2" RPZ backflow, RPZ backflow, all copper pipe risers, copper fittings, brackets/straps, and connections to meter and customer's line. Excludes backflow testing; if required, refer to Bid Item Nos. 90 and 91.
 - vi. Bid Item Nos. 90 and 91: Testing New or Existing Backflow Units. Includes testing of RPZ backflow, notification to customer water that will be shut off, performing test, and recording test results including passed or failed. Excludes backflow repairs; if required, refer to Bid Item Nos. 92 and 93.
 - vii. Bid Item No. 92: Repair Existing Backflow Preventer. Perform the repair of a leaking or failed backflow preventer. Excludes parts; if required, refer to Bid Item No. 93.
 - viii. Bid Item No. 93: Additional Cost for Backflow Preventer Repair Parts. This is the additional cost associated with the repair of the backflows. Price shall be a percentage markup from awarded Bidder's cost.
- f. Directional Pipe Boring (Bid Item Nos. 94-100)
- i. Bid Item Nos. 94-98: Installation of 1/2"-3" SCH 40 PVC by Directional Boring. Includes the excavation of the ground to a minimum depth of 18" using a pneumatic missile to bore the assigned area and installation of the proposed pipe. Item includes the excavation, pipe, and line locations that are required. Excludes SCH 80 PVC; if required, refer to Bid Item No. 100.
 - ii. Bid Item No. 99: Pot holing to Located Existing Utilities. This item is for the excavation of a conflict line or to determine type, size or location of a buried utility. Work can be by soft digging or manual excavation; use of the best method to be decided on a job-to-job basis and is subject to the City's approval.
 - iii. Bid Item No. 100: Additional Cost per Foot of Schedule 80 PVC. Includes the additional cost associated with the upgrade of pipe. This is associated with Bid Item Nos. 94-98.

- g. Fire Hydrant Maintenance and Repair (Bid Item Nos. 101-122)
- i. Bid Item No. 101: Fire Hydrant Flushing, per American Water Works Association (AWWA) Manual (M) 17 codes. Includes only the flushing of the hydrant for a time frame between three and five minutes each.
 - ii. Bid Item No. 102: Fire Hydrant Flow Test, Pressure Test and Nozzle Lubrication, per AWWA M17 codes. Includes the flushing of the hydrant, performing flow and pressure tests, and supplying all records to properly document test results. Also includes the lubrication of the nozzles with approved food-grade grease.
 - iii. Bid Item No. 103: Fire Hydrant Flow Test, Pressure Test with Residual Flow Test and Nozzle Lubrication, per AWWA M17 codes. Includes the flushing of the hydrant, performing flow, pressure, and residual tests, and supplying all records to properly document test results. Also includes the lubrication of the nozzles with approved food-grade grease.
 - iv. Bid Item No. 104: Fire Hydrant Audit (includes Audit, Maintenance of Hydrant Only). Includes the following work: Locating each hydrant using Global Positioning System (GPS) coordinates or address; locating the isolation valve and exercise (if present); noting presence and type of tamper proof device; noting height of nozzle clearance, nozzle direction, and operating clearances. Also includes removal of caps and lubrication of nozzles, fire hydrant flow and pressure tests. Identify make, model and year of manufacturer. Make note of exterior and miscellaneous conditions. If necessary, replace or install blue reflective road marker (Bid Item No. 114). If necessary, replace or install hydrant identification (ID) tag (Bid Item No. 115). If hydrant is found inoperative during the audit, it shall be identified and marked and tagged as such. The City shall be notified before the end of the working day of any hydrants discovered to be out of service. Awarded Bidder shall make note of any defects and report as such. Cost does not include hydrant painting.
 - v. Bid Item No. 105: Fire Hydrant Painting, Wire, and Scrape. Includes the painting of any hydrants deemed necessary for painting. Work shall include the removal of loose paint by either wire brush or scraping with a metal blade but does not include sandblasting. The hydrant shall be painted with a City-approved color scheme. Cost does not include the painting of bollards; if required, refer to Bid Item No. 106.
 - vi. Bid Item No. 106: Fire Hydrant Painting of Bollards. Includes the painting of safety bollards that are placed around fire hydrants.
 - vii. Bid Item No. 107: Upper Barrel Repair on Existing Hydrant. Includes the repair of a damaged hydrant on the upper barrel of the hydrant. Work includes the following repairs: Replacing missing or deteriorated flange nuts and bolts, replacing friction washer and lubricating operating nut, removing of nozzles and grease, securing any loose nozzles, repositioning of hydrant to the correct location, disassembling and lubricating complete bonnet area. Cost includes the removal and replacement of the damaged part excluding the upper barrel part itself; if required, refer to Bid Item No. 150.

- viii. Bid Item No. 108: Lower Barrel Repair on Existing Hydrant. Includes the repair of a damaged hydrant on the lower barrel of the hydrant. Work includes the following repairs: Replacing broken traffic flanges, flange gaskets and couplings (where necessary); straightening of hydrant (if necessary), replacing damaged or leaking main seats. Cost does not include the upper valve plate or the stem; if required, refer to Bid Item No. 107.
- ix. Bid Item No. 109: Installation of Traffic Repair Kit when not Associated with Lower Barrel Repair. Includes the installation of broken traffic repair kit only with traffic coupling.
- x. Bid Item Nos. 110-113: Installation of Fire Hydrant Extension Kits. Includes excavation, removal of the existing upper barrel, and installation of the extension kit to raise the hydrant to the necessary approved height. Includes all components and labor. Excludes reinstallation of concrete valve pad. If pad is removed to install extension, refer to Bid Item No. 131.
- xi. Bid Item No. 114: Installation of Blue Reflective Road Marker. Road reflectors are to be placed in the road facing oncoming traffic. Includes the markers, adhesive, and installation.
- xii. Bid Item No. 115: Installation of Metal Hydrant ID tags. Tags are to be attached to the hydrant to identify the hydrant by the approved numbering system either created by the awarded Bidder or the City. Tags are to be stamped and glued to the hydrant in the approved location. Includes tag, glue, and installation.
- xiii. Bid Item No. 116: Installation of Fire Hydrant Security System. Installation of City-supplied fire hydrant security system on the approved hydrants.
- xiv. Bid Item No. 117: Installation of Fire Hydrant Security System with Flow Test. Includes installation of City-supplied Fire Hydrant security system on the approved hydrants and a flow test on the hydrant prior to installation of the security system.
- xv. Bid Item No. 118: Installation of Fire Hydrant Security System. Includes installation of fire hydrant security system. Excludes hydrant security parts; if required, refer to Bid Item No. 120.
- xvi. Bid Item No. 119: Installation of 6" Inline Fire Hydrant Check Valve. Include excavation and installation of check valve in front of the shoe of the fire hydrant for security purposes. Includes all restraints, materials and labor. Excludes Bid Item Nos. 114-118 and 126-132.
- xvii. Bid Item No. 120: Additional Cost for Hydrant Repair Parts Not Covered Under the Above Line Items for Hydrants. This is the additional cost associated with the hydrant repairs. Price shall be a percentage markup from awarded Bidder's cost.
- xviii. Bid Item No. 121: Replacement of Existing Fire Hydrant Utilizing Existing Isolation Valve. Includes the replacement of a City-noted hydrant for replacement as follows: Determine the necessary hydrant requirement for the replacement (such as type and height of the hydrant), noting that the hydrant shall meet the product specifications in accordance

with Section 2.9; excavate the site after line locations are called in to Sunshine State One Call of Florida Inc. (Sunshine 811) by the awarded Bidder; and secure the isolation valve (if not already secured). Exercise the isolation valve to verify that the valve works to capacity, remove and dispose the damaged hydrant, and replace with the new hydrant. Hydrant is to be plumbed and restrained to the requirements of the City, as specified on the City's website below:

http://www.mydelraybeach.com/departments/public_utilities/standards_and_details.php. Excludes valve box and pad replacement; if required, refer to Bid Item Nos. 126-132.

- xix. Bid Item No. 122: Relocation of Existing Fire Hydrant Utilizing Existing Isolation Valve. Includes the relocation of a City-noted hydrant, including the following: Determine the necessary hydrant location and verify the isolation valve is restrained, restrain before removal (if not restrained) and note hydrant shall meet the approved specifications of the City; excavate the site after line locations are called in by the awarded Bidder; exercise the isolation valve to verify that the valve works to capacity; remove and relocate the hydrant. Hydrant is to be plumbed and restrained to the requirements of the City. Excludes valve box and pad replacement; if required, refer to Bid Item Nos. 126-132.
- h. Valve Maintenance and Repair (Bid Item Nos. 123-135)
 - i. Bid Item No. 123: Valve Audit (includes audit, maintenance, and valve exercise). Includes the following work: Locate each valve, provide GPS coordinates, provide addresses, and exercise (exercise shall be two complete runs of the valve); cleaning normal debris out the valve box; if abnormal debris, obtain approval from the City and use Bid Item No. 133 in addition to the audit Bid Item No. 123; note dangerous conditions; if valve is found inoperative, identify as so. Notify the City before the end of the working day of any valves discovered to be out of service; make note of any defects and report as such.
 - ii. Bid Item No. 124: Valve Tag, per the City's specification referenced in Section 2.9. Includes installation of a brass tag providing the size and number of turns to open/close valve, and the direction of operation to close valve. Tag to be attached per industry-approved methods.
 - iii. Bid Item No. 125: Valve Exercise Only (no Audit). Exercise an established or located valve with no audit. Shall be two complete runs of the valve.
 - iv. Bid Item Nos. 126-127: Installation of New Valve Box. Includes removal of the old and/or damaged valve box and installation of a new valve box per City specifications referenced in Section 2.9. Includes the replacement of sod and/or asphalt cold patch, as required.
 - v. Bid Item No. 128-129: Raising of the Valve Box. Includes the adjustment of the valve box to appropriate grade in either grass or asphalt. Includes the restoration of the site to as-was or better condition.
 - vi. Bid Item No. 130: Installation of Valve Box Riser. Includes the installation of a manufactured (by Tyler or equal) riser between 1" and 2", to be supplied by the awarded Bidder.

- vii. Bid Item No. 131: Installation of Concrete Valve Pad. Includes all labor and materials to pour a concrete pad around an existing valve box. Pad cost is on a 2' x 2' x 6" pour.
- viii. Bid Item No. 132: Asphalt Patch Around Existing Valve Box. Includes all labor and materials to asphalt cold patch around a valve box (estimated size of 2' x 2' x 1"). Roadway/driveway to be square cut in a uniform manner to 2', compacted and road-rocked to the approved City standards referenced in Section 2.9.
- ix. Bid Item No. 133: Vacuum Out Debris from Valve Box. Includes vacuum excavation of a valve box of any debris that has accumulated inside of an existing valve box. Includes the removal of debris from the box down to the operating nut of the valve.
- x. Bid Item No. 134: Machine Excavation to a Maximum Depth Less Than 4'. To be used for work that doesn't include excavation. Includes the excavation of the soil after the appropriate line locates are called, then backfill and compact to the approved City standards referenced in Section 2.9. This cost is based on normal soil conditions; if rock conditions exist or excessive excavation is required, refer to Bid Item No. 143.
- xi. Bid Item No. 135: Machine Excavation Between 4' and 7' Without the Need for Wellpoints. To be used for work that doesn't include excavation. Includes the excavation of the soil after the appropriate line locates are called, then backfill and compact to the approved City standards referenced in Section 2.9.
- i. Emergency Repair, Equipment, and Restoration (Bid Item Nos. 35, 136-150)
 - i. Bid Item Nos. 35, 136-138: Hourly Rates for Personnel. These are the hourly rates to be charged for labor on jobs that are not specifically identified under the scope of this contract. Miscellaneous jobs may be requested on an as-needed basis.
 - ii. Bid Item Nos. 139-144: Hourly Rates for Equipment. These are the hourly rates to be charged for the identified equipment on any jobs that are not specifically identified under the scope of this contract. Miscellaneous equipment may be requested on an as-needed basis. There is a three-hour minimum for all equipment rental. Bid Item Nos. 139-140 include equipment rental only. Bid Item Nos. 141-144 include equipment rental with operator.
 - iii. Bid Item No. 145: Sod Restoration. Includes sod restoration to existing or better-than pre-existing conditions.
 - iv. Bid Item Nos. 146-149: Additional Cost for Maintenance of Traffic (MOT). These are the rates to be used in conjunction with jobs that require MOT for safety purposes.
 - v. Bid Item No. 150: Material Cost. This is the percent over awarded Bidder's cost that will be added to material costs for any materials not specifically identified under the scope of this contract. Miscellaneous materials may be requested on an as-needed basis.

END OF SECTION 3

**SECTION 4
BID SUBMITTAL**

This Page and all following pages comprise your original Bid Submittal package. Solicitation forms should be submitted via web forms available on www.bidsync.com. Web forms require Bidders to use their www.bidsync.com password to submit, which serves as a signature from Bidder.

Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com. All Bids will be publicly opened at City Hall unless otherwise specified.

Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: 2018-050

Invitation to Bid Title: Water Service Connections and Restoration

Due Date and Time: September 19, 2018 @ 2:00PM EST

Name of Bidder (print or type)

**SECTION 5
PRICING SCHEDULE**

5.1 PRICES AND RATES

The Bidder shall indicate via BidSync, the firm and fixed prices and rates offered to the City for the specified goods and/or services.

5.2 TOTAL BID PRICE:

There is no web form available for this form. Please submit pricing via www.bidsync.com.

END OF SECTION 5

SECTION 6 MINIMUM QUALIFICATIONS

Bidder shall submit information and documentation requested in this Section that confirms it meets the following qualification requirement(s). For the purposes of this ITB, a responsible Bidder is a Bidder that meets the minimum qualification requirements below.

- a. Bidder must possess a State of Florida Underground Utilities license. **Provide a copy of the license to confirm Bidder meets this criterion.**
- b. Bidder must possess a State of Florida Plumbing license. **Provide a copy of the license to confirm Bidder meets this criterion.**
- c. Bidder must have previously provided satisfactory services for the type of work identified in this ITB. **Submit up to five client references for whom Bidder has provided similar services to, preferably within the past three years. Each client reference should include the following:**
 - i. **Business name**
 - ii. **Business Address**
 - iii. **Contact name**
 - iv. **Contact email address**
 - v. **Contact Telephone Number**
 - vi. **Dates of service (start/end)**
 - vii. **Type of work (brief description)**
 - viii. **Contract Amount Beginning and Ending**
 - ix. **List change orders, time extensions, stop work orders, etc.**

END OF SECTION 5

**SECTION 6
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

SECTION 7
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: ____% ____ days' net ____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

END OF SECTION 7

SECTION 8
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

8.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Work Place
- e. Non-Collusion Affidavit
- f. Sample Bid Bond (Not required, intentionally omitted)
- g. Sample Performance Bond Format (Not required, intentionally omitted)
- h. Sample Payment Bond Format (Not required, intentionally omitted)
- i. Sample Letter of Credit Format (Not required, intentionally omitted)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

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

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

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SAMPLE PERFORMANCE BOND FORMAT

Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Not required, intentionally omitted

SAMPLE LETTER OF CREDIT FORMAT

Not required, intentionally omitted

END OF SECTION 8

**SECTION 9
SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Invitation to Bid No. 2018-050, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. 2018-050, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

Email:

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email:

- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This Agreement term shall commence upon the date of the duly executed Agreement, and shall remain in effect for three years, unless terminated earlier or renewed in accordance with terms set forth in the ITB. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional two years.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Mark R. Lauzier, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of _____

END OF SECTION 9

**SECTION 10
EXHIBITS**

No exhibits are included with this solicitation.

END OF SECTION 10

**SECTION 11
SOLICITATION SUMMARY**

The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB No. 2018-050

Title: Water Service Connections and Restoration

Due Date and Time: September 19, 2018 @ 2:00PM EST

Name of Bidder: _____

Address: _____

Contact Person: _____

Bid Amount: \$ _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH WWW.BIDSYNC.COM.