



SUBMIT HARDCOPY DOCUMENTS TO:

**City of Punta Gorda
Procurement Division
Mailing: 326 W. Marion Avenue
Physical: 126 Harvey St, 2nd Floor
Punta Gorda, FL 33950**

City of PUNTA GORDA, Florida

NOTICE OF AVAILABILITY

**Solicitation Type:
Invitation to Bid**

RELEASE DATE: March 13, 2025

SOLICITATION #F2024108

PROJECT NAME: CONS-CHEMSYSTEMWTP/1620

City of Punta Gorda is requesting submittal packages from qualified bidders to provide:

SCOPE: Experienced, qualified and competent Contractor to provide all labor, equipment, materials and all appurtenances to provide construction improvements to the Alum & Ammonia System and Sulfuric Feed System located at the Shell Creek, Water Treatment Plant, Punta Gorda.

REQUIRED LICENSES/CERTIFICATION: Bidder must currently hold one of the following licenses/certification to bid: State of Florida Certified General Contractor (CGC).

Public Notice of Availability:

- www.pgorda.com
- Procurement Office, 126 Harvey Street, Punta Gorda, FL 33950
- City Clerk’s Office, 326 W. Marion Avenue, Punta Gorda, FL 33950

Posted: March 13, 2025

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Published: March 13, 2025

AUTHORIZED CITY CONTACT:

Julie Rogan-Sutter
Phone: (941) 575-3350 Fax: 941-575-3340
Email: JRogan-Sutter@CityofPuntaGordaFL.com

Solicitation Package Protest deadline is March 18, 2025 at 3:00 pm ET. Refer to General Conditions for instructions and conditions.

Non- Mandatory Pre-submittal Conference will be held on March 27, 2025 at 10:00 am ET – Procurement Conference Room, 126 Harvey St – 2nd Floor, Punta Gorda, FL

MANDATORY SITE VISIT SCHEDULE (Bidder may attend at least one of the scheduled site visits. The City will not conduct visits outside of this schedule): March 27, 2025 (Immediately following the pre-submittal conference (Approx. 11:00am) and March 31, 2025 at 1:00 pm ET.

Inquiries and Clarifications Requests Deadline is April 7, 2025 at 3:00 pm ET. Refer to General Conditions for instructions and conditions.

DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS:

April 14, 2025 at 3:00 pm ET or as may be amended by the subsequent issuance of addenda.

IMPORTANT NOTICE TO BIDDERS:

Bidders who obtain Solicitation Packages from sources other than www.pgorda.com must: 1) be a registered vendor at the above referenced website (registration is free); and 2) officially register receipt of the solicitation with the City’s Procurement Division, at the website mentioned above, by viewing On-Line Solicitation. This will place the Bidder on the notification list for any forthcoming addenda or other official communications. Failure to register as a Bidder with the on-line solicitation may cause your Submittal Package to be rejected as non-responsive if you have submitted a Submittal Package without City issued forms and/or acknowledgment of issued addenda and/or meet the Solicitation Package requirements as provided by the City.

All questions must be submitted in writing via the Questions section of the on-line solicitation or emailed to the authorized City contact. Verbal questions will not be addressed.

Submittal packages in response to this Solicitation may be submitted in the following methods:

- Sealed in an envelope and delivered to one of the above addresses; or
- Submit an on-line response to the solicitation at www.pgorda.com; or
- Combination of both

Refer to the Submittal Package Format & Requirements section, in this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publicly opened and read aloud in the City Hall Annex, Procurement Conference Room, 126 Harvey St, Punta Gorda, Florida at 3:00 pm ET, **or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and a Procurement witness. Bidders and the general public are not required but invited to attend.

**SEALED SUBMITTAL PACKAGE LABEL – THIS MUST BE USED FOR ALL SEALED HARDCOPY
SUBMITTAL PACKAGE ENVELOPES**

SUBMITTED TO: CITY OF PUNTA GORDA – PROCUREMENT OFFICE

SOLICITATION #/NAME: F2024108/CONS-CHEMSYSTEMWTP/1620

OPENING DATE: _____

SUBMITTED BY:

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ATTACHMENTS AVAILABLE ON THE ON-LINE SOLICITATION RELATED TO THIS SOLICITATION PACKAGE

ATTACHMENT

SOLICITATION DOCUMENT	F2024108D
SCHEDULE OF VALUES	F2024108E1
ALUM AND AMMONIA PLANS	F2024108E2
ALUM & AMMONIA TECH SPECS	F2024108E3
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WEBINAR EVENT INSTRUCTIONS

The City of Punta Gorda utilizes WebEx to broadcast webinar events for formal solicitation openings, NON-Mandatory Pre-Submittal Conferences, Evaluation and Selection Committee Meetings and Vendor Training Sessions. Public viewing is not allowed for MANDATORY Pre-Bid meetings as these meetings must be attended in person.

Instructions:

- Internet Website:
 - Pre-Submittal Meeting: <https://meet.goto.com/163574981>
 - Solicitation Opening: <https://meet.goto.com/189698445>
- Bidder may join the meeting by navigating to the above links, select the meeting and click join.
- Click on JOIN

Generally, the City will start the meeting 15 minutes prior to the scheduled time.

Audio – You may dial in through a phone number (May be a toll call) or listen to the meeting via your computer. Follow the Audio selections when you join the meeting.

In accordance with the **Americans with Disabilities Act and Florida Statute 286.26**, the location of meetings related to this solicitation is accessible to persons with disabilities. If you are a person with disability who needs any accommodation in order to participate in this meeting, you are entitled, at no cost to you, to the provision of certain assistance. Interpreters for the hearing impaired (TTY 941-575-5013) or non-English speaking citizens and any other special accommodations can be requested by contacting the Human Resources Manager/Non-Discrimination Coordinator whose address is 326 W. Marion Avenue, Punta Gorda, FL 33950, whose telephone number is (941) 575-3308, and whose email address is humres@CityofPuntaGordaFL.com, at least two (2) calendars days prior to the meeting.

GENERAL CONDITIONS

SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THIS SOLICITATION PACKAGE SHALL BE REJECTED. The City reserves the right to 1) cancel a solicitation; and 2) accept and/or reject any or all Submittal Packages.

- 1) **AUTHORIZED CITY CONTACT** - The Authorized City Contact Person is defined this Solicitation Document Page 1 and is the **ONLY** authorized person for Bidders to contact through the award of an Agreement. **BIDDERS MUST READ THE CONDITION ASSIGNED TO CONTACT PROHIBITION.**
- 2) **CONTACT PROHIBITION** - All prospective Bidders are prohibited from indirectly or directly communicating with any member of the City of Punta Gorda City Council, City Manager, or City staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the **FORMAL AWARD** for this project. **FORMAL AWARD** is defined as the issuance of a NOTICE OF AWARD document or the issuance of a PURCHASE ORDER to the awarded bidder. Any such contact prior to the formal award will be cause for rejection of your submittal.
- 3) **PROHIBITION AGAINST GRATUITIES** - Bidder warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bidder, or any agent or representative of Bidder, to any elected official, agent or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Bidder as it would pursue in the event of Bidder's default. The City of Punta Gorda officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the City pursuant to the City of Punta Gorda's Procurement Policy, Ethics Section.
- 4) **CONFLICT OF INTEREST** - No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit and Agreement entered into prior to October 1, 1975 (b) Qualification for elective office; (c) Appointment to public office; or (d) Beginning public employment.
- 5) **EXTENSION OF SOLICITATION DUE DATE AND TIME** — The City reserves the right to revise a solicitation's due date and time as may be deemed by the City to be in its best interest. Solicitation due date and time will be extended in all instances where an insufficient number of submittal packages are submitted prior to the set due date and time. Sealed solicitations will remain sealed until the final extension date and time occurs. Unsealed solicitation will remain undisclosed until the final extension date and time occurs.
- 6) **SUBMITTAL PACKAGES FROM RELATED PARTIES OR MULTIPLE SUBMITTAL PACKAGES RECEIVED FROM ONE BIDDER** - Where two (2) or more related parties each submit a submittal package or multiple submittal packages are received from one (1) bidder, for any solicitation, such submittal package(s) shall be judged non-responsive and rejected. Related parties mean bidders or the principles thereof, which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principles thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.
- 7) **DEFINITIONS**
 - a) **ADDENDA** - The Solicitation Package shall include all Addenda issued prior to the established due date and time, which may include, but not be limited to, additional attachments and modifications to the solicitation package. All changes will be posted to the On-Line Solicitation and must be acknowledged by the Bidder if the addenda is deemed to be a material change.
 - b) **AGREEMENT** - shall mean the Solicitation Package, Submittal Package, Performance/Payment Bonds, Certificate(s) of Insurance, Corporate Resolution, and all other documentation relating to the resulting Agreement. The Agreement may be in standard form for signatures by both parties or a Purchase Order.
 - c) **BIDDER** - means one that submits a SUBMITTAL PACKAGE to this solicitation directly to City, as distinct from a sub-bidder or sub-offeror, who submits a bid to the Bidder or Offeror. The term "Successful Bidder" means the responsive and responsible Bidder or Offer to whom the City, based on the City's evaluation and determination, makes an award. With the context of this document the terms "Bidder", "Proposer", "Offeror", "Contractor", and "Consultant" are used interchangeably.
 - d) **BIDDER DUE DILIGENCE** — is defined as the Bidder's responsibility, prior to submitting a Submittal Package, that they have 1) examined the Solicitation Package thoroughly; 2) considered federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; 3) studied and carefully correlate Bidder's observations with the Solicitation Package. Bidder is responsible for notifying the City's Procurement Division of all conflicts, errors, and discrepancies in the Solicitation information in accordance with the General Conditions ADDENDA - INTERPRETATION OF BIDDING DOCUMENT.
 - e) **CITY** - refers to the City of Punta Gorda, a municipal corporation of the State of Florida. Terms used in this Solicitation are defined and have the meanings assigned to them.
 - f) **CITY FORMS** - shall be defined as forms required by the Bidder to complete and submit with their Submittal Package. The Solicitation Package shall provide the instructions for submitting City Forms. Forms shall include, but not be limited to, On-Line Solicitation, Bidder's Response Form and all City forms provided in the Solicitation Document and Attachments. Bidder submitting substitute forms will be deemed non-responsive and rejected.
 - g) **DUE DATE AND TIME** — is defined as the date and time Submittal Packages shall be submitted to the City. Bidders shall submit their complete Submittal Packages to the City, as defined in the Solicitation Package, prior to the established due date and time or their Submittal Package will be considered late and not considered.
 - h) **HARD COPY FORMAT** — is defined as paper documents in original form or as otherwise specified in the Solicitation Document, Submittal Package Format Requirements. If so directed, the Bidder may be required to print the on-line "BID DOCUMENT" from the on-line solicitation at www.pgorda.com, sign, complete as required and submit with their Submittal Package.

- i) **MATERIAL DEFECT** – is defined as defects in a Bidder’s Submittal Package that are material to the Solicitation Package. Material defects include, but are not limited to, 1) Failure to submit all Submittal Package components as identified as a material defect in the Solicitation Submittal Package Format and Requirements section prior to the Solicitation’s established due date and time; 2) Failure to comply with the required format for submitting a Submittal Package or any Component of the Submittal Package; 3) Failure to provide requested data relating to a monetary value, specifications, identify proposed manufacturer/product and/or warranty; or 4) Failure to provide data related to timelines for services or delivery; or 5) Failure to meet all minimum qualification or specification requirements. Any submittal package with one (1) or more material defects shall be rejected in its entirety.
 - j) **ON-LINE SOLICITATION** – The On-Line Solicitation is Solicitation specific and located on the ON-LINE SOLICITATION SYSTEM at www.pgorda.com . The On-Line Solicitation contains all information and documents included in the Solicitation Package and the sole resource for obtaining Addenda and for submitting an On-line Response to the Solicitation Package.
 - k) **ON-LINE SOLICITATION SYSTEM** – The City’s Internet ON-LINE SOLICITATION SYSTEM is identified as and located at www.pgorda.com. The ON-LINE SOLICITATION SYSTEM is utilized by the City and the Vendors to: 1) Allow vendors to register and manage their company records, 2) City posts and issues City Solicitation Packages for vendors from inception to award of an Agreement, 3) Allows vendors to submit an On-line Response to an On-Line Solicitation, and 4) Sole resource for vendor to view all public record documents related to an On-Line Solicitation.
 - l) **ON-LINE RESPONSE** – is defined as the Bidder responding to an On-Line Solicitation and shall include Bidder’s response to On-Line Solicitation, inclusive of response attachments.
 - m) **PRE-SUBMITTAL MEETING/CONFERENCE** – is defined as a scheduled meetings to discuss the solicitation with interested Bidders.
 - n) **RESPONSIBLE BIDDER** – is a Bidder who is fully capable to meet all of the requirements of the Solicitation Package and subsequent Agreement. The Bidder must possess the full capability, including financial and technical, to perform as contractually required. The City reserves the right to reject any Submittal Package by a Bidder who has previously failed to perform properly or to complete on time, previous contracts with the City. Such a rejected Submittal Package shall preclude the bidder from being considered a responsible bidder. The person or company shall not be on the City’s current de-barred or suspension list.
 - o) **RESPONSIVE BIDDER** – shall be defined as a Submittal Package submitted by a Bidder that conforms in all material elements to the Solicitation Package and does not contain a material defect.
 - p) **SOLICITATION** - means Invitation to Bid, Informal Quote, Formal Quote, Request for Proposal, Request for Qualification, or Invitation to Negotiation.
 - q) **SOLICITATION PACKAGE** – shall mean the Solicitation Document, On-Line Solicitation, attachments, all on-line information, addenda, and other related information and documents issued pertaining to the solicitation prior to the established due date and time. The Solicitation Package shall be used by the Bidder to prepare their Submittal Package.
 - r) **SUBMITTAL PACKAGE** – is defined as a Bidder’s submittal to all Solicitation Package Requirements as stated in the Solicitation Document, Submittal Package Format and Requirements section. The Submittal Package requirements shall identify 1) components required for the Bidder to submit; 2) approved format for submission of components; 3) City’s determination of time requirements for the submission of components; and 4) City’s determination if Bidder fails to comply with Submittal Package requirements. All areas requiring a response must be completed by the Bidder, where and when requested, and in the format directed by the Solicitation Package.
- 8) SOLICITATION PACKAGE - The Bidder must READ this Solicitation Document.** The Solicitation Package constitutes the complete set of documents, information, forms, terms and components. The Solicitation Package components are defined in this Solicitation Document. The Solicitation Package provided must be used in preparing your Submittal Package. The City does not assume any responsibility for errors or misinterpretations resulting from the Bidder’s lack of use of provided Solicitation information. City, in making the Solicitation Package available does so only for the purpose of obtaining responses and does not confer a license or grant for any other use.
- 9) ADDENDA – INTERPRETATION OF SOLICITATION PACKAGE** - If there is any doubt as to the true meaning of the contents of this Solicitation Package such inquiries, regarding items or areas of the Solicitation Package, must be directed in WRITTEN FORM to the Procurement Contact prior to the Deadline for Questions/Inquires date and time established in this document, or as may be amended by Addenda. Acceptable written form for inquires is posted to the on-line solicitation “Questions” tab or email, or hard copy. Inquiries shall reference the Solicitation (Bid) Number. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package, inclusive of addenda issued. Any change to this solicitation shall be made by a written addenda duly issued to each on-line registered Bidder. Receipt of such addenda shall be so noted within your Submittal Package. It is the responsibility of the Bidder, prior to submitting their Submittal Package, to either: 1) Visit www.pgorda.com to view the On-line solicitation for addenda; or 2) Contact the Procurement Division to determine if addenda have been issued.
- 10) TAXES** - The City is exempt from the payment of Federal and State taxes, including sales tax. Prices shall not include sales tax to be collected from the City. The City’s sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.
- The City of Punta Gorda, being Tax-Exempt from State of Florida Sales Tax, reserves the right to require Bidder to assign some or all of its or Sub-Contractor’s bids and agreements with materials suppliers directly to the City. All transactions shall be in accordance with FL Statute 212.08(6) and FAC Rule 12A-1.094. The City will issue a Certificate of Entitlement to both the Contractor and Supplier for each purchase.
- 11) APPLICABLE LAWS** - Bidders are advised all City Agreements and/or documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Bidder and the City for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.
- 12) BIDDER’S RESPONSIBILITIES**
- a) **BIDDER’S DUE DILIGENCE** - Bidders must make all surveys and investigations to familiarize themselves regarding the project site, service area, or commodity/service to be proposed. No plea of ignorance by the Bidder of conditions that exist as a result of failure to make inspections shall be acceptable. Prior to submitting a response, each Bidder must (a) examine the Solicitation Package thoroughly; (b) consider federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Bidder’s observations with the Solicitation Package. The Bidder is responsible for notifying the City’s Procurement Contact of all conflicts, errors, and discrepancies in the Solicitation Package in written form, which email is acceptable format for delivery, and prior to the Deadline for Inquires established in the Solicitation Package. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package.
 - b) Bidders are solely responsible for verifying their Submittal Package meets all requirements of the Solicitation Package as stated in this Solicitation Document, Submittal Package Format and Requirements section. The City will not be held responsible for Bidder’s failure to submit any Submittal

Package component incorrectly and/or as instructed in this Solicitation Document Submittal Package Format and Requirements section. Bidders are responsible for viewing their Online Response to this On-Line Solicitation to assure accuracy in the information and prices entered and submitted and completeness of their Submittal Package. No plea of ignorance will be accepted or considered by the City for the Bidder's failure to 1) verify the accuracy of their Online or Hardcopy Submittal Package; 2) verify acceptance of the Online or Hardcopy Submittal Package. The City will not be responsible for the Bidder's failure to submit a complete Submittal Package submitted in response to this Solicitation Package.

- 13) CONDITIONS OF ACCEPTANCE OF SUBMITTAL PACKAGE** - No bid will be accepted from, nor will any Agreement be awarded to, any person, who is: 1) in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City; or 2) who is deemed non-responsive; or 3) who is deemed non-responsive or unreliable by the City. As a part of the Solicitation evaluation process, City may conduct a background investigation including a record check by the Punta Gorda Police Department. Bidder's submission of a Submittal Package constitutes acknowledgement of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.
- 14) SUBMITTAL PACKAGE**
- a) All submittal components submitted shall be fully executed and submitted as directed in this Solicitation Document, Submittal Package Format Requirements section. **SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THE SOLICITATION PACKAGE SHALL BE REJECTED.**
 - b) **BINDING OFFER** - The submission of a Submittal Package to this Solicitation Package will constitute an incontrovertible representation by Bidder that Bidder has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Bidder through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Bidder's Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated. **IMPORTANT NOTE: WHEN SUBMITTING YOUR RESPONSE DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN THE BIDDER'S TERMS AND CONDITIONS. INCLUSION OF ADDITIONAL TERMS AND CONDITIONS SHALL RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE AND REJECTED, AS THESE CHANGES WILL BE CONSIDERED A COUNTEROFFER TO THE CITY'S SOLICITATION.**
 - c) **BIDDER'S CERTIFICATION** - Submitting a Submittal Package in response to this Solicitation Package, in addition to electronically accepting receipt of the Solicitation Package, certifies the Bidder's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
 - d) **TIMELY SUBMISSION** - Responsibility for submitting a Submittal Package in response to this Solicitation Package to the City on or before the established due date and time is solely and strictly that of the Bidder. The City will not be responsible for any delay, for any reason whatsoever.
 - e) **LATE SUBMITTAL PACKAGES** - Submittal Packages received in hard copy format and/or On-line Responses attempted after the established due date and time shall not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the Submittal Package at their expense. The eProcurement system will not allow Bidders to submit an Online Response after the established due date and time.
 - f) **ACCEPTING SUBMITTAL PACKAGE** - The City Procurement Office shall review all Submittal Packages to certify responsiveness and that all material elements of the Solicitation Package have been met by the bidder. The City shall reject all Submittal Packages that have been deemed non-responsive. Material elements are defined in the Special Conditions section of this Solicitation Document. For your Submittal Package to be accepted it shall be deemed responsive to all material elements of this Solicitation Package. All blank spaces must be completely annotated where and when requested.
- 15) CITY'S RESERVED RIGHTS**
- a) The City reserves the right to 1) waive formalities in any solicitation, 2) reject any or all responses in whole or in part with or without cause; 3) reject any submittal package having the appearance of **unbalanced bidding in unit prices;** and/or 4) accept the bid that, in its judgment, will be in the best interest of the City. The City specifically reserves the right to reject any conditional response and will normally reject those, which make it impossible to determine the true amount of the response.
 - b) The City reserves the right to split award as may be determined to be in the best interest of the City. This is not applicable to lump sum or "all or none" solicitations.
 - c) The City reserves the right to compare prices of all submittal packages with contracts established by other entities or national cooperatives, which may result in the rejection of all submittal packages or make award based on this solicitation package whichever is deemed to be in the best interest of the City.
- 16) SUBMITTAL PACKAGE WITHDRAWAL** - All Submittal Packages received as a result of this Solicitation will remain open for a period of at least ninety (90) days after the established due date and time for submitting responses. No Bidder may withdraw their response after the Solicitation is opened. The City may, in their sole discretion, release any response prior to that date.
- 17) MISTAKES IN SUBMITTAL PACKAGE**
- a) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
 - b) All corrections, which are prior to the established due date and time, to hard copy submittal packages must be initialed by the bidder. Failure to initial may cause the submittal package to be rejected in its entirety.
 - c) **MISTAKES WHERE INTENDED CORRECT BID IS NOT EVIDENT.** If within twenty four (24) hours after submittal packages are opened, any bidder files a duly signed written notice with the City, through the office of the Procurement Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the City, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Procurement Manager will reject their submittal package response. Thereafter, the bidder will be disqualified from further bidding on the subject solicitation.
 - d) **MISTAKES WHERE INTENDED CORRECT RESPONSE IS EVIDENT.** If the mistake and the intended correct bid are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extension of unit prices and arithmetic errors. **Mistakes in unit prices shall not be corrected.**
 - e) Unit prices shall prevail in the event of an error in the Bidder's submittal package.
 - f) **MINOR INFORMALITIES.** Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other bidders.

- i) Material substance is defined as any portion of a bidder's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, specifications, or contractual conditions and shall not be considered a minor informality.
- 18) BID SCHEDULE/LINE ITEMS/SCHEDULE OF VALUES** - Submission of a Submittal package certifies that the Bidder submitted Line Items generated from the forms provided by the City. If any errors have been made by the Bidder in preparing the bid schedule, the Bidder hereby consents that such errors will be applied by the City in the manner most beneficial to the City. **Bidders adding line items to the bid schedule shall be deemed non-responsive and rejected.**
- 19) PROPRIETARY INFORMATION** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders must be aware the bidder's submittal packages are in the public domain. However, the bidders are required to **identify specifically** any information contained in their submittal package, which they consider confidential and/or proprietary and which they believe to be exempt from disclosure based on the statute, **and specifically cite the applicable exempting law.**
- All submittal packages received from bidders in response to this solicitation will become the property of the City and will not be returned to the bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 20) DEVELOPMENT COSTS** – Neither the City nor its representatives(s) shall be liable for any expenses incurred in connection with the preparation of a submittal package in response to this solicitation.
- 21) WARRANTIES**
- Awarded Bidder warrants to City that the consummation of the work provided for in the Agreement or Purchase Order documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Awarded Bidder is a party.
 - Awarded Bidder warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.
 - Awarded Bidder warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
 - All warranties made by Awarded Bidder together with service warranties and guarantees shall run to City and the successors and assigns of City.
- 22) CONTINGENT FEES PROHIBITED** - The bidder must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
- 23) PROHIBITION AGAINST LOBBYING** - During the solicitation period and through the formal award of any quote, bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, quotes, bids or proposals must not lobby, either individually or collectively, any City Council members, candidates for City Council or any employee of the City. Contact must only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees must be within the purview of this prohibition and shall result in the immediate disqualification of that Bidder from further consideration.
- 24) PUBLIC ENTITY CRIMES** - In accordance with Florida Statutes §287.132(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder submitting a Submittal Package for this solicitation hereby certifies they have not been convicted of a public crime nor placed on any convicted vendor list.
- 25) SOLICITATION PACKAGE PROTESTS**
- WRITTEN NOTICE OF PROTEST.** Any person or Bidder who is adversely affected by the City's Solicitation Package's contents must file a written notice of protest with the Procurement Manager within 72 hours after the posting and release of the Solicitation Package by the City. Saturdays, Sundays, and City holidays are excluded in the computation of the 72-hour time periods provided by this paragraph.
 - FORMAL WRITTEN PROTEST.** The formal written protest must be filed within 5 business days after the date the notice of protest is filed. The formal written protest must state with particularity the facts and laws upon which the protest is based.
 - WAIVER OF RIGHTS.** Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of the vendor's rights to protest the Solicitation Package.
- 26) QUESTIONS AND CLARIFICATION PERIOD**
- Bidders must address all questions and request clarification to a Solicitation Package to the Purchasing Agent. Questions must be submitted via email, or hard copy and must be received by the question and clarification deadline stated on page 1 in the Solicitation Document. All answers to questions submitted shall be published and answered in a manner for all vendors will be able to view.
 - WAIVER OF RIGHTS.** Failure to post a question or request for clarification by the established date and time shall constitute a waiver of the Bidder's rights to protest the Solicitation Package, inclusive of addenda.
- 27) SOLICITATION PROTEST POLICY** – This policy is available on-line in the City's Procurement Policy at <http://www.ci.punta-gorda.fl.us/government/procurement/doing-business-with-the-city>.

SPECIAL CONDITIONS

1) SPECIAL CONDITIONS

The following SPECIAL CONDITIONS, which may vary from the General Conditions, shall have precedence.

2) PRE-SUBMITTAL CONFERENCE

Non-Mandatory Mandatory

SITE VISIT

Non-Mandatory Mandatory

- a) **NON-MANDATORY PRE-SUBMITTAL CONFERENCE / SITE VISIT** - Bidders are strongly encouraged to attend the scheduled Pre-Submittal meeting specified. Bidders may either attend in person or participate via Internet Webinar. Bidder's wishing to attend via Internet Webinar must follow the Webinar Event Instructions included in the Solicitation Document. This information meeting presents an opportunity for the Bidder to clarify any concerns regarding solicitation requirements. The Bidder is cautioned that, although the pre-submittal meeting is optional, no modification or any changes will be allowed in the Bidder's pricing because of the failure of the Bidder to have attended the conference or visited the site. Submission of a bid will be construed that the Bidder is acquainted sufficiently with the work/commodities to be performed or supplied. The Bidder must make a careful examination of the project site, must familiarize themselves with existing conditions, and must satisfy themselves as to the quantity and quality of materials and workmanship required for the work. The Bidder must carefully and thoroughly examine the Solicitation Package, inclusive of the Agreement, terms and conditions before submitting a Submittal Package. A site visit will be conducted at the conclusion of this meeting.
- b) **MANDATORY SITE VISIT** - Bidders must attend the ONE of the scheduled site visit(s) specified on page 1 of this Document. Failure to attend a site visit shall be just cause for rejection of your Submittal Package in its entirety. Bidder must obtain the City Representative's signature on the Mandatory Site Visit Affidavit (Refer to the forms section of this document) at the end of the Site Visit. Bidder must submit the completed and signed Mandatory Site Visit Affidavit with their SUBMITTAL PACKAGE response.
- c) **ALL SCHEDULED SITE VISITS** The City will NOT conduct site visits outside of the schedule stated on page 1 of this Document.

3) LUMP SUM AGREEMENT

- a) Bidder is responsible for determining quantities based on plans, drawings and field observations, as applicable. Unit prices shall be used to compute progress payments (if any). This is a lump sum price contract. Bidder shall state their verified quantities in the appropriate column in the Schedule of Values.
 - i) Gross discrepancies in the Engineer's Estimated Quantities versus the Bidder's verified quantities, or omission of potential line items shall be reported via email to the Authorized City Contact prior to the stated deadlines. Any changes to the Submittal package will be processed through the Addenda process.
- b) Discrepancies and/or errors in Solicitation Package, including line item bid schedule/schedule of values, and/or plans shall be brought to the attention of the Authorized City Contact prior to the stated deadlines in the On-Line Solicitation and in accordance with the General Conditions, section ADDENDA - INTERPRETATION OF SOLICITATION PACKAGE. Adjustments to the awarded lump sum contract will not be considered for compensation to the Bidder for errors in the determination of Bidder's Verified Quantities as stated in submitted Line Item Bid Schedule/Schedule of Values.
- c) All prices proposed shall include all supervision, administration, labor, parts, materials, equipment, shipping, delivery and any other cost applicable to the completion of this project. Unless otherwise specified herein, the unit prices herein do not include sales or use tax. Bidders shall bid in accordance with the Line Item Bid Schedule/Schedule of Values unless the solicitation allows for ALTERNATES.
- d) Bidders adding line items to the City Line Item Bid Schedule or Schedule of Values shall be rejected. The City reserves the right to investigate gross deviations in the Bidder's Verified Quantities from the Engineer's Estimated Quantities during the evaluation process.

4) EQUAL EMPLOYMENT OPPORTUNITY: City of Punta Gorda, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- a) No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- b) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- c) Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- d) City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

5) SOLICITATION DRAWINGS/PLANS

Solicitation drawings/plans and or attachments are available on-line at www.pgorda.com with the On-Line Solicitation. It is the prime Bidder's responsibility to furnish subcontractors with any information and/or copies of the drawing(s)/plan(s) pertinent to the specifications contained herein. No shop drawing modifications to alter the specifications shall be made unless the particular modification is identified and agreed to in writing by the City in the issuance of an Addendum.

6) BONDING REQUIREMENTS

a) SURETY BOND

- A Surety Bond is NOT applicable to this solicitation.
- A Surety Bond in the amount of 5% IS applicable to this solicitation.

- i. The City shall accept only cashier's checks, or bonds as security for contract work awarded by the City in their ORIGINAL format, or electronic bid bonds processed through Surety2000 or Surepath. The purpose of this surety is to ensure that the Bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required in a timely manner. The City shall hold the surety/bid bond until the issuance of a Purchase Order or an Agreement. The City, at its sole discretion, may release the surety/bid bond of Bidders not selected prior to the issuance of a notice of award or an Agreement.
- ii. **Original Surety Bond Requirement** – ORIGINAL BID BOND DOCUMENTS WITH ORIGINAL SIGNATURES AND SEALS MUST be submitted with your Submittal Package response. Bidder submitting a copy, facsimile, or electronic scan of Bid Bonds/Check with their Submittal Package shall be cause for the rejection of your response. Surety bonds submitted with scanned signatures and/or seals are NOT acceptable and will cause the rejection of your Submittal Package response.
- iii. **Electronic Bid Bond Requirement** - Bidders have the OPTION to submit an Electronic Bid Bond through SURETY2000 or SUREPATH to meet the Bid Bond Requirements of this Solicitation Package. Electronic Bid Bonds must be processed through SURETY2000 or SUREPATH ONLY. Bidder MUST write the bond processing company name, Surety2000 or Surepath, and the Electronic Bid Bond Number on the Bidder Response Form within this document or provide the bond processing company name and Electronic Bid Bond number in the comments section of the Bidder's On-line response.
- iv. Failure to submit an original Bid Bond or provide an Electronic Bid Bond number in their Submittal Package response prior to the established due date and time of this Solicitation shall be rejected.
- v. Failure to submit requested pre-award documentation or contract award requirements shall cause the Bidder to forfeit their surety/bid bond.

b) **PERFORMANCE & PAYMENT BONDS**

- Bonding is NOT applicable to this solicitation.
- Bonding requirements ARE applicable to this solicitation.
 - Performance and Payment Bonds in the amount of 100%.

- i. PERFORMANCE AND PAYMENT BONDS in the form of certified checks and cashier checks shall be accepted and held by the City in an interest-bearing account. Interest earned will be retained by the City. Personal or company checks will not be accepted.
- ii. **ACCEPTABLE FORMS OF SURETIES/BONDS AND REQUIREMENTS.** Cashier's check, or a irrevocable letter of credit issued by a financial institution shall be accepted provided the letter of credit is available for demand at a Florida location. Letters of credit shall contain the following language:

- 1. The "Beneficiary" shall be stated as: The City of Punta Gorda, 326 W. Marion Avenue, Punta Gorda, FL 33950
- 2. "It is a condition of this letter of credit that is shall be deemed automatically extended with amendment for one (1) year from the date of final acceptance of project by the City of Punta Gorda."

c) **BOND REQUIREMENTS:** A bond shall be accepted only if it meets the requirements set forth below at all times the bond is in effect:

i) If the bonding entity is a Florida entity, it must provide evidence of the following:

- 1. The entity maintains a rating of A-or better with A.M. Best; and
- 2. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
- 3. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

ii) If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:

- 1. The entity maintains a Florida registered agent; and
- 2. The entity consents to jurisdiction in Charlotte County, Florida in the event of litigation; and
- 3. The entity maintains a rating of A- or better with A.M. Best; and
- 4. The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests: and
- 5. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of **Financial Services**.

iii) If the bonding entity utilizes a co-surety; the co-surety must provide evidence of the following:

- 1. The entity maintains a Florida registered agent; and
- 2. The entity consents to jurisdiction in Charlotte County, Florida, in the event of litigation: and
- 3. The entity maintains a rating of A- or better with A.M. Best: and
- 4. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests: and
- 5. The entity **provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services**.

d) Should the bonding company not meet any of the foregoing requirements under the above provisions, as applicable, at any time the bond is in effect, the applicant shall be required to provide a substitute bond, within thirty days of receipt of notice from the City, from an entity that does meet these requirements.

e) **SURETY LIMITS.** In no event shall the total amount of security provided by any entity exceed Five Million Dollars (\$5,000,000) per applicant. Exceptions to this policy may be granted only by approval of the City.

f) PERFORMANCE AND PAYMENT BONDS shall be recorded in Charlotte County by the Bidder.

7) AWARD OF SOLICITATION - Award shall be let to the lowest responsive and responsible Bidder who fulfills all requirements, criteria of specifications with consideration to favorable references and whose evaluation by City indicates that the award will be in the best interest of the City. Bidders are responsible for total compliance with all other pertinent factors relating to the solicitation information.

Award shall be let to the most qualified, responsive and responsible Bidder who fulfills all requirements, criteria of specifications with consideration to favorable references and whose evaluation by City indicates that the award will be in the best interest of the City. Bidders are responsible for total compliance with all other pertinent factors relating to this solicitation document.

8) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

9) ORDER OF PRECEDENCE

a) The following will establish the order of precedence of solicitation and award documents in the event of any conflict with terms or specifications within the Solicitation Package.

#1 – Agreement/Amendments/Change Orders

#2 – Addenda

#3 - Special Conditions (F2024108D)

#4 – General Conditions (F2024108D)

#5 – Minimum Qualifications & Contract Requirements (Scope?) (F2024108D)

#6 – Scope (F2024108D)

#7 – Bid Schedule (Schedule of Values Attachment F2024108E1)

#8 – Plans (Attachments F2024108E2 & F2024108E5)

#9 – Technical Specifications (Engineer's Book – Attachments F2024108E3 & F2024108E6)

#10 – General Specifications (F2024108D)

The following is the general agreement, inclusive of terms and conditions that for the most part will be executed between the City and the awarded bidder. A response to this solicitation establishes the Bidder acceptance to comply with the Agreement in its entirety.

**AGREEMENT F2024108/CONS-CHEMSYSTEMWTP/1620
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY**") and

TBD
Phone

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - WORK

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

SHELL CREEK WTP ALUM & AMMONIA SYSTEM IMPROVEMENTS AND SULFURIC FEED SYSTEM IMPROVEMENTS

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - The Project has been planned by CAROLLO ENGINEERS, Inc. The Water Treatment Plant Supervisor, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. - AGREEMENT TIME

A. The CITY and the CONTRACTOR agree that this Agreement shall be substantially completed within 305 consecutive calendar days and reach final completion within 14 consecutive calendar days upon the formal issuance of a Notice to Proceed. The CONTRACTOR agrees to commence work within 365 consecutive calendar days upon the formal issuance of a Notice to Proceed.

B. The CONTRACTOR must submit to the CITY REPRESENTATIVE As-Built Drawings prior to the final completion date in both AutoCAD and PDF formats. As-builts must be signed and sealed by a State of Florida licensed professional. Final payment will not be released until this requirement is satisfied.

C. CITY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the ENGINEER may have issued their recommendations. Unless and until the CITY is completely satisfied and accepts all work, neither the final payment nor the retainage shall become due and payable.

ARTICLE 4. – LIQUIDATED DAMAGES

A. Liquidated Damages - CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof allowed. Both parties also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR must pay City a rate per the below schedule and based on the total Agreement amount for each calendar day.

Agreement Amount	Daily Charge Per Calendar Day
\$50,000 and under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1423
\$2,500,000 but less than \$5,000,000	\$2121
\$5,000,000 but less than \$10,000,000	\$3057
\$10,000,000 but less than \$15,000,000	\$3598
\$15,000,000 but less than \$20,000,000	\$4544
\$20,000,000 and over	\$8537 plus 0.00027 of any amount over \$20 million

For all Agreements, regardless of whether the contract time is stipulated in calendar days, the CITY REPRESENTATIVE will count days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in this Agreement, or within such extra time that the CITY may have granted the CONTRACTOR or, in case of their default, the surety must pay to the CITY, liquidated damages, in the amount of \$TBD [based on awarded contract] per calendar day in which work is not completed. The CITY has the right to apply, as payment on such liquidated damages, any money the CITY owes the CONTRACTOR. The CITY does not waive its right to liquidated damages due under this Agreement by allowing the CONTRACTOR to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

B. When the entire Work (or any portion thereof designated in writing by CITY) is ready for its intended use, CONTRACTOR must notify REPRESENTATIVE in writing that the entire Work (or such designated portion) is substantially complete. Within a reasonable time thereafter, REPRESENTATIVE, CONTRACTOR and ENGINEER will make an inspection of the Work (or designated portion thereof) to determine the status of completion.

- (1) If CITY, after conferring with the ENGINEER, does not consider the Work (or designated portion) substantially complete, REPRESENTATIVE shall notify CONTRACTOR in writing giving the reasons therefore.
- (2) If CITY, after conferring with the ENGINEER, considers the Work (or designated portion) substantially complete, REPRESENTATIVE will prepare and deliver to CONTRACTOR a Certificate of Substantial

Completion (Exhibit D), which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed and/or corrected by CONTRACTOR before final payment. CITY shall have the right to exclude CONTRACTOR from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but CITY shall allow Contractor reasonable access to complete or correct items on the tentative punch-list.

C. Upon receipt of written certification by CONTRACTOR that the Work is completed in accordance with this Agreement and is ready for final inspection and acceptance, REPRESENTATIVE and ENGINEER will make such inspection and, if they find the Work acceptable and fully performed under this Agreement shall promptly issue a Final Payment Checklist (Exhibit E), recommending that, on the basis of their observations and inspections, and the CONTRACTOR's certification that the Work has been completed in accordance with the terms and conditions of this Agreement, that the entire balance found to be due CONTRACTOR is due and payable. Neither the final payment nor the retainage shall become due and payable until CONTRACTOR submits:

- (1) Receipt of Contractor's Final Application for Payment.
- (2) The Release and Affidavit form executed by CONTRACTOR. (Exhibit B)
- (3) Final Payment Releases from all subcontractors and suppliers, who filed a Notice to Owner on this Project
- (4) Consent of surety to final payment.
- (5) Execution and receipt of the final payment check list.
- (6) Signed and Sealed As-Built drawings in both PDF and AutoCAD formats.
- (7) If required by CITY, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement Documents, to the extent and in such form as may be designated by CITY.

ARTICLE 5. - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. - AGREEMENT PRICE

A. CITY will pay CONTRACTOR in current funds for the completion of the Work/Service for all items listed on the Price Schedule and in accordance with this Agreement. The total lump sum price is TBD (\$TBD) (Refer to Exhibit A - Price Schedule).

ARTICLE 8. – PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are TBD. The method of payment is TBD.

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. CITY shall retain five percent (5%) of the gross amount of each monthly Invoice or Application for Payment or five percent (5%) of the portion thereof approved by the REPRESENTATIVE for payment, whichever is less. Such sum will be accumulated and not released to CONTRACTOR until final payment is due unless otherwise agreed to by the CITY in accordance with Florida Statute 255.078.

D. PROGRESS PAYMENTS

1. CONTRACTOR must submit a fully executed copy of the CITY's Application for Payment Form to the REPRESENTATIVE on a monthly basis for work in place for the thirty (30) calendar day period prior to the date of the Application for Payment. The CITY will not compensate for stored materials. REPRESENTATIVE will validate and certify the work in place as stated in the Application for Payment is acceptable and approved for payment. REPRESENTATIVE will submit Applications for Payment for processing.

2. Subsequent to the first Application for Payment, each Application for Payment thereafter shall be accompanied by a Release and Affidavit to Owner (Exhibit ??) and (TBD) (based on Option selected in Bidder's Response Form). The CITY will consider the Application for Payment incomplete and will not make payment until and unless the required documentation is furnished by CONTRACTOR.

a. OPTION 1 (TBD): NOTARIZED WAIVER AND RELEASE OF LIEN must be submitted from each subcontractor, sub-subcontractor, or supplier that has filed a Notice to Owner for services performed or materials/equipment supplied within the work in place period of the prior Application for Payment. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment for bonded projects.

b. OPTION 2 (TBD): CONSENT OF SURETY FOR PAYMENT must be submitted with each Application for Payment. Contractor must attach the notarized form as provided by the CITY (Exhibit ??). CONTRACTOR must also submit a notarized FINAL WAIVER AND RELEASE OF LIEN from each subcontractor, sub-subcontractor, or supplier that has filed a Notice to Owner before final payment will be made

c. Progress payments to CONTRACTOR shall in no way imply approval or acceptance of CONTRACTOR's work.

E. FINAL PAYMENT.

1. Upon final completion and CITY's inspection and acceptance of the Work in accordance with this Agreement, CITY shall pay the remainder of this AGREEMENT as recommended by the REPRESENTATIVE upon receipt of the "Consent of Surety Company to Final Payment" form and a completed CONTRACTOR'S AFFIDAVIT TO OWNER (Exhibit B) prior to the release of final payment. The CONTRACTOR and REPRESENTATIVE shall jointly complete the Final Payment Checklist (Exhibit E), submit the executed Certificate of Substantial Completion, materials certification and one (1) signed and sealed set of final "as-built plans" documenting the Contractor's work.

2. PROJECT RECORDS - OPTIONS.

- a. OPTION 1: Final payment is contingent upon the CONTRACTOR complying with Florida Statute 119.0701 Public Records, which requires the CONTRACTOR to transfer to CITY, at no cost, all CITY project documents in their possession and considered to be public records in accordance with Florida Statute 119. The documents may be in paper form or electronic PDF format.
- i. **Final payment application for payment shall include the following documentation. Failure to submit the following documentation or required data shall result in the CITY non-payment of the application until all documentation is received and correct.**
1. A copy of all subcontractor and material invoices, which clearly displays dates of service performed or materials received, description of services performed or materials purchased, location of services performed or materials delivered, cost of services performed or materials purchased, name of subcontractor or supplier.
 2. Subcontractors shall be responsible for furnishing the above documentation to the CONTRACTOR with the invoices.
- b. OPTION 2: CONTRACTOR elected to assume full responsibility to keep and maintain all public records to perform the service under this Agreement. The CONTRACTOR is fully responsible to meet all applicable requirements for retaining public records in accordance with CHAPTER 119, FLORIDA STATUTES.

F. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

B. WORKMANSHIP WARRANTY. Services and/or work must be warranted against any defects in workmanship. This period of warranty must begin to run at the time the completed, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in this Agreement.

C. SPECIFICATION WARRANTY. The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

D. GUARANTEE. The CONTRACTOR must guarantee all work for a period of one (1) year from the date of final completion of projects and the CITY'S inspection and acceptance of project.

1. CHANGES REQUIRED IN CONNECTION WITH GUARANTEED WORK. If, within the guarantee period, restoration, repairs or changes are required in connection with guaranteed work, which, in the opinion of the CITY, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of this Agreement, the CONTRACTOR must promptly upon receipt of written notice from the CITY and without expense to the CITY, do the following:

- a. Place in satisfactory condition, in every particular incident, all of such guaranteed work and correct all defects therein.
- b. Make good on all damage(s) to a structure, building or site, or equipment or piping or contents thereof, which, in the opinion of the CITY, is the result of the use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of this Agreement.

- c. Make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.
 - d. Restart the guarantee period on all corrected work performed.
2. CONTRACTOR'S FAILURE TO COMPLY WITH TERMS OF GUARANTEE. If the CONTRACTOR, after written notice from the CITY, fails within ten (10) business days to comply with the terms of this guarantee, the CITY may have the defects corrected, and the CONTRACTOR and his surety will be liable for all expenses incurred; provided, however that in case of emergency where, in the opinion of the CITY, delay would cause loss or damage, repairs may be started without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.
1. CITY Representative for non-construction - the City Representative or Project Manager has the authority to approve change order requests in an amount under one thousand (\$1,000.00) and may approve requests for Agreement time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the Agreement amount, may also be approved by the City Representative or Project Manager.
 2. CITY Representative/Project Manager for construction - the construction Project Manager has the authority to approve change order requests in an amount under five thousand (\$5,000.00), which shall be subject to availability of funds, and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the Agreement amount, may also be approved by the construction Project Manager.
 3. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
 4. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
 5. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).
- C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 11. - BONDS: PERFORMANCE/PAYMENT BOND

Performance/Payment Bond must be one hundred percent (100%) of the total value of this Agreement and be in force for the term of this Agreement. If Agreement amount is increased by a change order or Amendment in excess of ten thousand dollars (\$10,000.00), the bond must be increased to cover the revised Agreement's value. Bonds must be obtained from firms authorized and licensed, and holding certificates of authority to carry on business within the State of Florida and issued by a Florida Agent. Purpose of the bond is to ensure the CONTRACTOR fulfills all aspects of this Agreement in good faith. The Performance and Payment Bond period must be for a period of no less than one (1) year following the City's acceptance of the final construction project. Bonds must be recorded by the CONTRACTOR, at their cost, at the Charlotte County Clerk of Court's office.

ARTICLE 12. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
 - COMMERCIAL GENERAL LIABILITY - Not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage, XCU coverage.
 - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
 - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers’ Liability with a minimum of \$100,000.00 for each accident.
 - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State’s requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 13. - CONTRACTOR’S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be a current State of Florida licensed Certified General Contractor (CGC). Contractor must maintain current licensure as stated through the term of this Agreement.
2. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
3. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR’s locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
4. The Contractor must furnish each of the subcontractors, manufacturers, and suppliers such copies of the Agreement documents (i.e. plans, drawings, specifications, etc.) as may be required for their work. Additional copies of the Agreement documents, when requested, may be furnished to the Contractor at cost of reproduction.
5. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
6. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

7. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which were relied upon by REPRESENTATIVE in the preparation of the Construction Plans and Specifications included in the solicitation package.

8. CONTRACTOR has made or caused to be made investigations, tests, examinations and studies of such reports and related data as he/she deems necessary for the performance of the Work at the Agreement Price, within the Contract Time and in accordance with the other terms and conditions of this Agreement; and additional examinations, investigations, tests, reports or similar data are or will not be required by CONTRACTOR for such purposes.

9. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of this Agreement.

10. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

11. SUBCONTRACTORS:

- a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.
- b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
- c. CONTRACTOR is required to notify the CONTRACT MANAGER of all intended changes to the subcontractor list (Exhibit TBD). CONTRACT MANAGER will issue written notice to the CONTRACTOR indicating the acceptance or rejection of the intended subcontractor change.

12. CONTRACTOR understands the construction plans and specifications are exempt from public disclosure by FS 119.071(3). As required by Florida Statute, the entities or persons receiving such information shall maintain the exempt status of the information.

13. Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

14. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

15. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

16. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation

shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 15. – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time shall have the meaning as described in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply which shall result in termination of this contract.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *contractor* shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed with a circuit court or county court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

ARTICLE 16. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
 - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
 - c. Ensure that project 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 this Agreement if the CONTRACTOR does not transfer the records to CITY.
 - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR **or** keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

- CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.
- CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

- B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.
- C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.
- D. SETTLEMENT OF DISPUTES
1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.
 2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.
- E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:
1. The product is sold at the Agreement price;
 2. The CITY is contacted in writing in advance of the substitution;
 3. The City retains the right to determine "equal or better quality"; and
 4. The CITY gives written approval of substitution.
- If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.
- F. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.
- G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- H. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.
- I. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.
- J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – TBD

Witness

Address for giving Notices:

TBD

By: _____

Print Name: _____

Date: _____

CITY OF PUNTA GORDA

Witness

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

By: _____

Print Name: _____

Date: _____

EXHIBIT B: RELEASE AND AFFIDAVIT TO OWNER

PROJECT NO: _____ PROJECT TITLE: _____

COUNTY OF: _____, STATE OF FLORIDA

*The term, "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien of Florida on the land and property of the **OWNER** described in the Agreement Document.*

Before me, the undersigned authority, personally appeared _____ who after being duly sworn, deposes and says:

(1) In accordance with the Agreement Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Punta Gorda, Florida, relating in any way to the performance of the Agreement between Contractor and Owner dated _____, 20_____ for the period from _____ to _____, excluding all retainage withheld and any pending claims or disputes as expressly specified as follows: _____.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____ President

DATE: _____

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Commissioner No.: _____

EXHIBIT C

CONSENT OF SURETY FOR PAYMENT

CITY OF PUNTA GORDA
326 West Marion Avenue
Punta Gorda, FL 33950

Date: _____

Re: Consent of Surety
Bond # _____
Contract # _____
Payment Application # _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the full amount of moneys due to _____, (Prime Contractor), by the City of Punta Gorda, Florida for which the necessary duly executed affidavits/releases of liens have not been provided.

The Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from all Subcontractors/Suppliers which the City's Prime Contractor has not submitted with its payment application. The Surety executes the consent for the full amount, encompassing all work and/or labor performed the provision of all materials, equipment and supplies through the _____ day of _____, 20____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by the City of Punta Gorda, Florida shall not be construed as a waiver of any of the City's rights under the Payment and Performance Bond; nor a determination by the City as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-In-Fact

Signed, Sealed and Delivered in the presence of:

State of _____

County of _____

On this _____ day of _____ 20____, before me, a Notary Public, in aforesaid County, personally appeared _____, the _____ of _____ who acknowledges that he/she executed the above Consent of Surety on behalf of the Corporation or Entity as its fee act and deed.

Notary Public: _____ My Commission Expires: _____

Note: Documentation must be provided that reflects the Attorney-in Fact's authority to sign for the Surety.

EXHIBIT D: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ PROJECT: _____

CONTRACTOR _____

Agreement Dates: Substantial Completion Date: _____

Final Completion Date: _____

This Certificate of Substantial Completion applies to all Work under the Agreement Documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Agreement Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Agreement Documents on:

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Agreement Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Agreement Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Agreement Documents.

Executed by Engineer on _____, 20_____

Engineer

By: _____
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20_____

CONTRACTOR

By: _____
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____

OWNER

By: _____
Type Name and Title

EXHIBIT E: FINAL PAYMENT CHECKLIST

Agreement: # _____ Date: _____, 20____

Contractor: _____

The following items have been secured for the above Project and have been reviewed and found to comply with the requirements of the Agreement Documents.

Original Agreement Amount: \$ _____ Final Agreement Amount \$ _____

Notice to Proceed Date: _____ Start Date: _____

Agreement Substantial Completion Time: _____ calendar days after issuance of Notice to Proceed

Actual Date of Substantial Completion: _____

Agreement Final Completion Time: _____ calendar days after the issuance of a Notice to Proceed

Actual Final Completion Date: _____

YES	NO	DESCRIPTION OF REQUIREMENT
		Certificate of Substantial Completion issued on _____
		Signed/Sealed As-Built drawings received on _____ in both PDF and AutoCAD formats
		All Punch List items completed on _____
		Warranties and Guarantees assigned to Owner (Attach to this form)
		Effective date of one year guarantee from Contractor is: _____
		Two (2) copies of Operation and Maintenance Manuals for equipment and system submitted (List of manuals received attach to this form)
		Owner personnel trained on system and equipment operation
		Certificate of Occupancy Number: _____ issued on _____ (Attach)
		Final Payment Application, Contractor Final Affidavit & Release and Subcontractor/Supplier Final Releases received from Contractor on: _____
		Consent of Surety received on: _____
		Operating Department personnel notified Project is in operating phase.
		ALL project records delivered to Procurement in electronic format (If City is to manage and maintain records)
		All spare part or special tools provided to Owner on: _____(Attach List)
		Other: (describe/list) _____

If any of the above requirements are not applicable, indicate by N/A. If NO is checked for any of the above requirements an explanation shall be attached.

Acknowledgements:

Contractor: _____
Company Name

Signed: _____
Print Name:

Engineer: _____
Firm/COPG

Signed: _____
Print Name:

City Representative: _____
Print Name

Signed: _____

Contract Manager: _____
Print Name

Signed: _____

MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS SHELL CREEK CHEMICAL SYSTEM IMPROVEMENTS SOLICITATION F2024108/CONS-CHEMSYSTEMWTP/1620

1) OBJECTIVE

The City's objective is to CONTRACT with a qualified, competent and State of Florida licensed Contractor to provide construction improvements at the Shell Creek Water Treatment Plant (WTP) Alum & ammonia System, and Sulfuric Feed System.

2) MINIMUM QUALIFICATION REQUIREMENTS

a) The Bidder (Company) shall have been in business for a minimum of THREE (3) CONSECUTIVE YEARS and shall currently be legal to perform services within the State of Florida. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for THREE (3) years, corporation documents with date of inception, certificate of authority, etc.

i) If the business is located **outside of the state of Florida**, they shall currently be legal to perform services in their state and shall have been in business for a minimum of THREE (3) CONSECUTIVE YEARS. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for THREE (3) years, corporation documents with date of inception, certificate of authority, etc.

(1) In this case the Bidder must submit to Procurement a current Certificate of Authority upon notice of informal award, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within the timeframe stated in the "Contract Award Requirements" section.

b) The acceptable State of Florida license(s) for this solicitation are State of Florida Certified General Contractor (CGC). The Bidder's QUALIFIER shall be a current State of Florida licensed Certified General Contractor (CGC). The Bidder shall be named as the Qualifier's DBA on the State of Florida DBPR website.

c) The Bidder (Firm/Company) shall demonstrate a minimum of THREE (3) IMMEDIATE PAST YEARS of WATER TREATMENT PLANT CONSTRUCTION work similar in scope and size and the Bidder shall have been the Prime Contractor. At least two (2) of the references SHALL DEMONSTRATE CHEMICAL STORAGE & FEED SYSTEM INSTALLATIONS. This requirement shall be based on the Solicitation's due date and is defined as 2021 through 2025. The Bidder shall provide references for meeting these requirements in the Bidder Response Form and the references shall be used in determining if a Bidder is responsible. Additional documentation may be submitted with your Submittal Package. In the event the Bidder has performed work for the City of Punta Gorda, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder. Bidders not demonstrating minimum similar and acceptable experience may be deemed non-responsible.

Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.

3) CITY'S RIGHT TO INSPECT

Bidder shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

4) CONTRACT AWARD REQUIREMENTS

- a) Bidder shall be required to submit the following within ten (10) business days of issuing the notice of award:
 - i) Signed FINAL Agreement.
 - ii) Performance and Payment bonds recorded in Charlotte County, Florida.
 - iii) Certificate of Insurance for Bidder and all subcontractors.
 - iv) Completed Subcontractor List (Refer to Agreement Exhibit).
 - v) E-Verify Confirmation for Contractor and Subcontractors.
- b) Failure to submit contract award requirements within the above stated timeframe shall cause the Bidder to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.

5) CONTRACT REQUIREMENTS

- a) PERFORMANCE OF SERVICES
 - i) The Contractor shall direct their technicians that they will be required to check in and out of City facilities with the stated City Representative or their designee. They are to advise the City Representative or designee of their arrival and upon leaving the facility.
 - ii) Any unsafe conditions that may be a safety hazard or a detriment to the continued operation of any system shall be reported immediately to the location City Representative, or the designee.
 - iii) All Contractor employees shall wear identifying shirts or badges stating their name and the name of the company.

SCOPE OF WORK
SHELL CREEK CHEMICAL SYSTEM IMPROVEMENTS
SOLICITATION F2024108/CONS-CHEMSYSTEMWTP/1620

1) PROJECT DESCRIPTION

- a) Contractor shall remove and replace two (2) chemical storage and feed systems (Alum & Ammonia) and one (1) chemical feed system (Sulfuric Acid) used at the City of Punta Gorda Water Treatment Plant. A work plan and schedule for maintaining water treatment plant operations will be required.
- b) **LOCATION**
 - i) Shell Creek Water Treatment Plant, 38100 Washington Loop Rd., Punta Gorda, FL 33982.
- c) **SCOPE**
 - i) Demolition/removal of existing alum feed equipment and piping.
 - ii) Install two (2) each new alum bulk storage tanks.
 - iii) Install new alum feed equipment and piping.
 - iv) Contractor shall replace the anhydrous ammonia feed system with a new liquid ammonium sulfate system (LAS).
 - v) Existing anhydrous ammonia storage tank is currently leased and removal shall be coordinated with City staff and tank owner once transition is complete.
 - vi) Demolition/removal of remaining anhydrous ammonia feed equipment and piping once transition is complete.
 - vii) Remove and dispose of existing Sulfuric acid pipes, valves and appurtenances.
 - viii) Replace Sulfuric Acid Chemical feed system.
 - ix) Maintain Plant Operations during construction.
 - x) Contractor(s) to furnish all labor, equipment, materials and all appurtenances to complete the work as described in the Plans (**Exhibits F2024108E2 & F2024108E5**) and Technical Specifications (**Exhibits F2024108E3 & F2024108E6**).

2) PROJECT PLANS/SPECIFICATIONS

- i) DRAWINGS/PLANS AND GENERAL/TECHNICAL SPECIFICATIONS for this project were prepared by Carollo Engineering, Sarasota, FL and are available on-line at www.pgorda.com.
- ii) Following is the attachment schedule to define the plans/specification and other related documents for this project:
 - (1) F2024108D – Solicitation Document
 - (2) #F2024108E1 – Schedule of Values
 - (3) #F2024108E2 – Alum & Ammonia System Plans
 - (4) #F2024108E3 – Alum & Ammonia Technical Specs
 - (5) #F2024108E4 – FDEP Permit (Alum & Ammonia)
 - (6) #F2024108E5 – Sulfuric Acid System Plans
 - (7) #F2024108E6 – Sulfuric Acid Technical Specs
 - (8) #F2024108E7 – Permit Waiver
- iii) In the event of discrepancies found in the specifications or this document the design plans shall take precedence.
- iv) Any questions or comments regarding the Solicitation Package, inclusive of plans/specifications, shall be directed to the Procurement Contact stated on Page 1 of this Solicitation document.

3) PERMIT REQUIREMENTS

- a) CHARLOTTE COUNTY JURISDICTION PERMITTING REQUIREMENTS - The project area is located within Charlotte County Building Department jurisdiction. Contractor shall be required to verify the type of permit, permit compliance, and permit cost are through Charlotte County. CHARLOTTE COUNTY JURISDICTION AND REQUIREMENTS SHALL APPLY TO ALL REQUIRED PERMITS TO COMPLETE THE PROJECT. The Contractor is responsible for all permitting requirements and costs association with the completion of the project. CONSTRUCTION PERMITS Website for Charlotte County Building Department, Information and Costs: <http://www.charlottecountyfl.com/BCS/> .

4) DIRECT PURCHASE OF MATERIALS/EQUIPMENT

- a) The City of Punta Gorda, being Tax-Exempt from State of Florida Sales Tax, reserves the right to require Contractor to assign some or all of its or Sub-Contractor's bids and agreements with materials suppliers directly to the City. All transactions shall be in accordance with FL Statute 212.08(6) and FAC Rule 12A-1.094. The City will issue a Certificate of Entitlement to both the Contractor and Supplier for each purchase.
- b) Guidelines for direct purchases:
- i) The minimum value of an Owner Direct Purchase Order "ODP" shall be \$10,000.00.
 - ii) The City will issue a "NOT TO EXCEED" ODP for the purchase of materials, such as concrete, for materials with multiple delivery schedules. The total value for materials to one (1) supplier shall not be less than \$10,000.00.
 - iii) ODP requests shall be submitted prior to ordering materials and equipment through an ODP request form. Refer to ATTACHMENT A for Owner Direct Purchase Program process and forms.
 - iv) Contractors shall be required to indicate the amount of sales tax calculated in the bid schedule.

5) SITEWORK

- a) This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications.
- b) The Contractor shall schedule and lay out his work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- c) Coordination with all affected City departments will be essential to properly execute the work.
- d) The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- e) Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- f) Operations shall minimize obstructions to vehicular and pedestrian traffic. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City. Drainage shall be provided at all times.
- g) The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- h) The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- i) The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished (??) and adjacent facilities to remain.
- j) The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations, 48 hours in advance of any excavation.

- k) Contractor shall provide protection from turbidity runoff at all times by utilizing hay bales, silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.

6) EXCAVATION

- a) Excavation shall conform to the latest edition of F.D.O.T. Standard Specifications for Roads & Bridges Manual, Sections 120 and 125.
- b) DEWATERING: Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the City. Due care shall be exercised to meet requirements of Section 3.4.
- c) Trench Safety Act: Contractor shall comply with the Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990.
- d) OPEN EXCAVATIONS: All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public and workmen.
- e) TEST PITS: Test pits for the purpose of locating all known and unknown underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor so as not to create a hazardous area. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the City Representative. The cost for such test pits shall be borne by the Contractor.
- f) BACKFILLING
 - i) Backfilling shall conform to latest edition of F.D.O.T. Manual, Sections 120 and 125.
 - ii) After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with clean material containing no particles larger than one inch (1") shall be placed compacted in layers not to exceed twelve inches (12") of loose material. The final grade of the backfilling activity shall be the original grade as it existed or as denoted on the plans. Moistening to secure thorough compaction may be necessary as directed by the City. The Contractor shall be responsible for correcting settlement in all backfilled areas.
 - iii) All excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
 - iv) Unless otherwise specified, all backfill shall be compacted to ninety five percent (95%) of an average maximum density as determined by AASHTO T-99 Method C (Modified Proctor). Reports are to be submitted to the City. The City shall direct Contractor on location of tests. At a minimum, two (2) density tests will be required for backfill of pipe excavations. Frequency of tests will be determined by depth and length of excavation.

7) PAVING REPAIR AND RESURFACING

- a) Work Included - Cutting, removing, protecting and replacing existing pavement.
- b) Restoration work shall be kept current with the backfilling operation to maintain traffic.
- c) The following reference standards shall be adhered to:
 - i) AASHTO M-81 - Penetration Graded Asphalt Cement
 - ii) AASHTO M-140 - Emulsified Asphalt
 - iii) FDOT Road and Bridge Construction - Section 250 - shell base
 - iv) FDOT Road and Bridge Construction - Section 330 - hot bituminous mixtures general construction requirements. Section 333 - Type III Asphaltic Concrete
 - v) FDOT Road and Bridge Construction - Section 916 - Asphalt cement
- d) Products –
 - i) General - Materials shall be of same or better grade, type and quality as those removed or as specified. All work to be in accordance with FDOT Specifications and Standards.
 - ii) Base course - Shall be a shell base material as defined in Section 250 - SHELL BASE of the referenced FDOT Standard Specification.
 - iii) Prime Coat-Tack Coat Prime and Tack Coats shall be as defined in Section 300 - PRIME AND TACK COATS FOR BASE COURSES of the referenced FDOT Standard Specification.

- iv) Asphaltic Concrete - Asphaltic Concrete shall be Type III as defined in Section 333 - TYPE III ASPHALTIC CONCRETE of the referenced FDOT Standard Specification.
- e) Construction -
 - i) Contractor shall remove existing asphalt as delineated on plans after demolition work. New asphalt construction shall adhere to proposed grades and existing pavement elevations. Contractor shall restore disturbed pavement area in accordance with specifications and plans. Existing asphalt thickness is approximately 1 1/2" to 2" in thickness.
 - ii) Smooth transitions between existing pavement and new pavement are required.
 - iii) Contractor shall provide documentation that Asphaltic material meets specifications.
 - iv) Shell Base shall be installed according to FDOT Section 250.
 - v) Prime Coat shall meet FDOT Section 300 Specifications.
 - vi) Type III Asphaltic Concrete shall meet FDOT Section 333 specifications. Thickness shall one and one half inches (1 1/2") after completion of work.

8) SODDING

- a) Sodding shall conform to Section 575 of the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
- b) The Contractor shall sod entire project area with Bahia sod, where applicable, after demolition activity.
- c) Sodding is required in all right-of-way areas wherever existing sod has been damaged or removed due to construction.
- d) The Contractor shall sod all other areas outside of the Project area damaged by construction activity at the Contractor's expense.
- e) Newly sodded areas shall be maintained by the Contractor until the sod is established which shall be at a minimum thirty (30) days from planting. The Contractor is responsible for watering sod by utilizing a water truck at the Contractor's expense or contacting the City's Billing & Collection Division to obtain a permit to utilize City water and a water meter also at the Contractor's expense.
- f) Minor grading by the Contractor is anticipated to facilitate drainage on site.

9) DISPOSAL OF SURPLUS AND WASTE MATERIAL

- a) The Contractor shall dispose of all surplus and/or unsuitable excavated material, in one of the following ways as approved by the City.
 - i) Transport suitable surplus material to soil storage area on City's property within 5 miles of project site and stock-pile or spread as approved by City.
 - ii) Transport waste and unsuitable surplus material from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations by the Contractor at their expense.
 - iii) Suitable excavated material may be used for fill or backfill if it meets the specifications for suitable fill material and is approved by the ENGINEER. Excavated materials so approved may be neatly stockpiled at the site, provided there is an area available that will not interfere with the operation of a business or inconvenience traffic or adjoining property owners. If space limitations do not permit stockpiling on the site, the Contractor will be required to make arrangements for off-site stockpiling. Transport of such material from and to the immediate site, including any stockpiling agreements, shall be entirely at the Contractor's expense and shall not constitute grounds for additional payment.
- iv) Surplus excavated material shall be used to fill depressions or other purposes as the City may determine.

10) INSPECTION AND TESTING

- a) The Contractor is responsible for contracting a licensed, responsible and reliable Engineer/Testing Company to perform the inspections and testing required in this section. The Contractor shall have the City's approval of the Engineering/Testing firm before any contractual agreement is signed between the Contractor and Engineering/Testing firm. The results of the testing shall be submitted to the City Representative (Project Manager).
- b) The inspections, approvals, and testing required for this project are as follows:

- i) Excavation/Backfill - Backfill material size requirements and compaction testing shall conform to Sections 120 and 125 of the F.D.O.T. Standard Specification for Road and Bridge Construction (latest editions).

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

11) MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

12) PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- a) The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings and not designed for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
- b) Assistance will be given to the Contractor in determining the location of existing utility services; however the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
- c) Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price stated in the Cost Proposal.

13) OBSTRUCTIONS

- a) The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.
- b) The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

14) CLEANUP AND DISPOSAL OF DEBRIS

- a) During the course of the work, the Contractor shall keep the site of their operations as clean and neat as possible. They shall dispose of all residue/debris resulting from the work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:
 - i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from operations.
 - ii) Provide onsite containers for the daily disposal of waste materials, debris and rubbish, including but not limited to food containers and debris.
 - iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
 - iv) Final cleaning of work area is required and shall include:
 - (1) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.

15) SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

16) PLANS, WORKING DRAWINGS AND AS-BUILT/RECORD DRAWINGS

- a) Construction Plans - The plans furnished by the City consist of general drawings showing details as necessary to give a comprehensive idea of the construction contemplated. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimension in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.
- b) Alterations of Plans - All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plans or drawing after its approval by the City, except by direction of the City.
- c) Working Drawings - The Contractor shall furnish, on sheets no larger than 24" by 36", such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by City.
- d) Submission of Working Drawings - The Contractor shall submit to the City for approval five (5) sets of any required detailed shop or working drawings. These drawings shall be submitted in sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover.
- e) Prior to the approval of these drawings any work done or materials ordered for the structures involved shall be at the Contractor's risk. Two (2) sets of these drawings will be returned to the Contractor, either approved or marked with corrections required. The City will retain Three (3) sets.
- f) Cost of Working Drawings - The contract prices shall include the cost of furnishing all working drawings, and the Contractor will be allowed no extra compensation for such drawings.
- g) The Contractor must submit to the City Representative (Project Manager) two (2) complete As-Built/Record drawings, signed and sealed by a State of Florida licensed professional, and in AutoCAD and PDF files prior to final completion/walk through. These items must be received in order for the City to process final payment for the project.

17) COORDINATION OF PERMITS, SPECIFICATIONS, & SPECIAL PROVISIONS

These specifications, Permits, Special Conditions, and all Supplementary Documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all. In case of discrepancy, computed dimensions shall govern over scaled dimensions. Permits shall govern over Specifications.

18) CONFORMITY OF WORK

- a) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the Permits or indicated in the Specifications.
- b) In the event the City finds the materials, end product, other furnished product, or the work performed are not in reasonably close conformity with the Permits or Specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

19) ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS

The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

20) CONSTRUCTION STAKES AND MARKERS

The Contractor shall furnish and set slope stakes, rough grade stakes and all other stakes necessary for construction of this project. The charge for this item is to be included in the cost proposal.

21) INSPECTION

The City shall inspect the Contractor's work for conformance to the Project Plans and Specifications as deemed necessary by the City. No work will be performed on Sundays. Work on Saturdays will be permitted provided the City Department is notified at least 48 hours in advance. An inspector may be sent, by the City Department, to the site at overtime rates that will be charged to the Contractor. Any inspection required by the City over and above the normal working hours of 7:00 a.m. - 4:30 P.M., Monday through Friday, excluding holidays, shall be compensated to City by Contractor, payable within thirty (30) days of billing.

22) CONSTRUCTION HYDRANT METER FEE SCHEDULE

- a) One hydrant meter with backflow device will be provided by the City to supply water necessary for testing and construction of the project. All water use fees will be waived for this project. The Contractor is responsible for all means and methods of water use, connections, hoses, fittings, and any other appurtenances necessary for the use of the meter.

23) ASBESTOS

- a) In the event the Contractor encounters and/or disturbs any asbestos containing material at the project location, the Contractor must immediately stop work and contact the City Representative to report the encounter and/or disturbance.
- b) It shall be the responsibility of the Contractor to assume any costs associated with cleaning up a disturbance that is caused by the Contractor's work.
- c) The Contractor or authorized agent shall hold harmless and defend the City and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the Contractor work performed there under.
- d) This provision shall also pertain to any claims brought against the City by any employee of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- e) The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price shown in the contract or the Contractor's limit of, or lack of sufficient insurance protection. Contractor shall apply and pay for all required permits, license and shall comply with all federal, state, county, and city laws, ordinances, rules and resolutions. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

24) CONFINED SPACE ENTRY

- a) When entering a confined space, OSHA Compliance Standards 1910.146 shall be followed. Personnel shall have training in Confined Space work areas and adhere to the city of Punta Gorda's "Confined Work Place Policy". A copy of the policy will be furnished to the Contractor. The Contractor is to supply written documentation, using the City Confined Space Entry Permit stating personnel have been trained in confined space work areas.
- b) The Contractor shall supply all safety equipment for confined space entry. The Contractor shall post permits on a daily basis prior to entering any confined space area. The appropriate Supervisor or a City Representative will issue permits.
- c) All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010

25) SERVICE OR PARTS MANUALS

Contractor will furnish upon delivery two (2) complete copies of parts and service manuals applicable to equipment delivered.

**SUBMITTAL PACKAGE FORMAT REQUIREMENTS
SHELL CREEK CHEMICAL SYSTEM IMPROVEMENTS
SOLICITATION F2024108/CONS-CHEMSYSTEMWTP/1620**

1) PURPOSE

The purpose of this section of the Solicitation Document is to identify the requirements for Bidders to submit a **complete, responsive AND correct** Submittal Package, which shall cover:

- A. Submittal Format allowed for Submittal Packages. The types of submittal formats and Solicitation Package components referred to in this section are defined in this Solicitation Document's General Conditions - Definitions section.
- B. Advise Bidders of the City's determination of which submittal components are deemed material or non-material to the Bidder's Submittal Package.
- C. Advise Bidders of the results if the Bidder omits or submits incorrect/incomplete Submittal Packages. Components deemed by the City to be material elements and are found to have a material defect in the Bidder's Submittal Packages shall result in the **REJECTION** of the Bidder's Submittal Package in its entirety and will not be considered for evaluation.

2) SUBMITTAL PACKAGE REQUIREMENTS

- A. **Unit prices** shall be stated within the Solicitation Document Bidder's Response Form and/or Schedule of Values document, as applicable. Unit prices shall prevail in the event of an error in the Bidder's prices or extension of unit prices. Bidders are **strongly encouraged to review and verify their prices bid.**

- 1) **PRICING NOT PROVIDED ON CITY PROVIDED BID SCHEDULE FORM, OR BIDDERS ADDING LINE ITEMS TO THE BID SCHEDULE SHALL BE REJECTED.**

- B. **METHODS FOR SUBMITTING A SUBMITTAL PACKAGE**

- 1) On-line response on the City's ON-LINE SOLICITATION SYSTEM www.pgorda.com
 - i. Complete the Bidder's Response form, located within this Solicitation Document.
 - ii. Upload the completed Bidder's Response form and **all** required submittal package components, stated in the below Submittal Package Requirements table, to the on-line response.
 - 2) Hard copy response
 - i. Complete the Bidder's Response form, located within this Solicitation Document.
 - ii. Submit the completed Bidder's Response form and **all** required submittal package components, stated in the below Submittal Package Requirements table, in a sealed envelope with the completed label as provided on page 3 of this Solicitation Document.
 - iii. **One UNBOUND original with all supporting documentation** submitted as follows: 1) Letter size preferred, Maximum size – legal; 2) **20#** paper; 3) single sided; 4) no tabs or separators. The original must include **ALL ORIGINALLY SIGNED documents.**

- iv. **SUBMIT HARDCOPY DOCUMENTS TO:**

**City of Punta Gorda
Procurement Division
Mailing: 326 W. Marion Avenue
Physical: 126 Harvey St, 2nd Floor
Punta Gorda, FL 33950**

- 3) Combination of both on-line and hard copy submittal package components.
 - 4) If the bidder submits complete submittal packages in both on-line and in hardcopy format the submittal packages submitted on-line shall take precedence.

- C. Failure to submit a Submittal Package On-line prior to the due date and time shall result in the ON-LINE SOLICITATION SYSTEM refusing to accept the Bidder's request to submit. Failure to submit a Submittal Package in

hardcopy prior to the due date and time shall result the City not accepting the Submittal Package and the submittal package will not be opened by the City.

- D. The below Submittal Package Requirements table will advise Bidders 1) order of submittal package components for submitting; 2) the requirements for submitting a COMPLETE and RESPONSIVE Submittal Package; 3) result if the submittal package components is omitted from the Bidder's Submittal Package; and 4) acceptable methods for responding.

Bidders shall contact the authorized City contact IN WRITING (hard copy or email) should they have any questions or request clarification on any requirements stated below.

- 1) COLUMN 1 – Checkbox to assist Bidder's in checking off Submittal Package Components as they are completed.
- 2) COLUMN 2 – Identifies Submittal Package Components required to be Submitted
- 3) COLUMN 3 - The result of the City's determination if omissions and/or incorrect/incomplete responses are submitted in the Bidder's Submittal Package are as follows:
 - (a) **REJECTED** – This is a defect that is a material element to the required Submittal Package and may not be cured after opening. Bidder must submit these requirements prior to the established due date and time for all components identified as "REJECTED". **FAILURE TO SUBMIT SHALL RESULT IN THE REJECTION OF THE SUBMITTAL PACKAGE IN ITS ENTIRETY.**
 - (b) **NOT MATERIAL** – THESE DOCUMENTS ARE REQUIRED. HOWEVER, TO ALLOW FLEXIBILITY IN THE PROCESS AND IN THE EVENT A BIDDER FAILS TO SUBMIT THE COMPONENT PRIOR TO THE DUE DATE AND TIME ESTABLISHED FOR SUBMITTING SUBMITTAL PACKAGES, THIS TIME EXENTION IS GRANTED **FOR ONLY THOSE ITEMS INDICATED AS "NOT MATERIAL"**.

This is a defect that is NOT a material element to the required Submittal Package. Should a submittal component be omitted, submitted incorrectly or found to be incomplete the Bidder shall cure the defect within ten (10) City business days, or as directed by the City, from the established due date in order to be considered responsive. **This flexibility shall NOT BE CONSIDERED as allowing Bidders additional time in completing their documentation.**

FAILURE TO SUBMIT WITHIN THE TIMEFRAME SHALL RESULT IN THE REJECTION OF THE BIDDER'S SUBMITTAL PACKAGE IN ITS ENTIRETY. THE CITY OF PUNTA GORDA IS NOT RESPONSIBLE FOR NOTIFYING BIDDERS OF OMITTED SUBMITTAL PACKAGE COMPONENTS.

- 4) COLUMN 4 - Approved format for submitting a Submittal Package Component:
 - (a) Electronic Documents is defined as Adobe PDF and MS Excel files for those solicitations with a separate Schedule of Values
 - (i) A single PDF document, is preferred, and must be uploaded as the **REQUIRED** "Bidder's Submittal Package Response" document within the on-line Response on section tab "Response Attachments". However, multiple documents may be attached as "Other Response Attachments"; or
 - (ii) Bidder may submit the electronic response documents on a flash drive in their sealed envelope. The storage device will NOT be returned to the Bidder. No other electronic format will be accepted.
 - (b) Hard Copy Documents – Paper form of Submittal Package.

FOR BIDDER'S USE CHECK OFF AS COMPLETED	SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	APPROVED SUBMITTAL FORMAT
<input type="checkbox"/>	Bidder Response Form included in this document	REJECTED	Electronic or Hard Copy Format
<input type="checkbox"/>	<p>Schedule of Values – Solicitation Package Attachment F2024108E1</p> <p>Proposed Unit Prices: Bidders shall complete the Schedule of Values in Attachment F2024108E1. This is a Microsoft Excel spreadsheet. Bidder shall complete the schedule by entering their proposed prices, percentages, etc. in the BLUE shaded areas.</p> <p>When the Bidder has completed the spreadsheet in its entirety they shall: Upload the spreadsheet to On-Line Solicitation F2024108/CONS-CHEMSYSTEMWTP/1620 as an ON-LINE RESPONSE ATTACHMENT.</p>	REJECTED	Electronic or Hard Copy Format
<input type="checkbox"/>	Affidavit Mandatory Site Visit – Signed by the City Representative PRIOR to the established due date and time.	REJECTED	Electronic or Hard Copy Format
<input type="checkbox"/>	Bid Surety – 1) Originally Executed Hardcopy Format or Cashier's Check made payable to the City of Punta Gorda. Facsimiles, copies or scanned documents are NOT acceptable; or 2) Electronic Secured Format issued through Surety2000 or 3) Electronic Secured Format issued through SurePath.	REJECTED	ORIGINALLY EXECUTED HARD COPY FORMAT; OR APPROVED ELECTRONIC BID BOND FORMAT
<input type="checkbox"/>	City Forms executed as directed	NOT MATERIAL	Electronic or Hard Copy Format
<input type="checkbox"/>	Certified Resolution included in this document executed or Bidder's executed resolutions authorizing the signing representative the authority to submit a response on behalf of the Bidder.	NOT MATERIAL	Electronic or Hard Copy Format

Failure to submit any one of the above requirements and/or completed documents by the bidder AND within the required timeframe shall constitute grounds for rejection of the Bidder's response.

EVALUATION PROCESS
SHELL CREEK CHEMICAL SYSTEM IMPROVEMENTS
SOLICITATION F2024108/CONS-CHEMSYSTEMWTP/1620

1) SUBMITTAL PACKAGE QUALIFICATION PROCESS

- a) Procurement Staff will review and verify all Submittal Packages for:
 - i) Compliance with the Solicitation Document, Submittal Package Requirements Section; and
 - ii) Compliance with the Solicitation Package Requirements, which shall include verification that the Bidders meet all stated Minimum Qualification Requirements.
- b) If necessary, the City may conduct discussions with Bidders to further clarify the Bidder's response as may be necessary.
- c) If the City is unable to determine the true price proposed in any Submittal Package, the Bidder's response shall be deemed non-responsive and thereby rejected.
- d) The apparent low bidder shall not be construed as the awarded bidder until the apparent low bidder's Submittal Package is deemed responsive, bidder deemed responsible and the appropriate level of award authority approves City staff's recommendation for award.

2) REFERENCE SURVEYS

- a) As applicable, Procurement will process Reference Surveys for all submittal packages verified to be in compliance with the Submittal Package and Solicitation Package requirements.
- b) In the event the Bidder has performed work for the City of Punta Gorda, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder.

3) DISTRIBUTION OF SUBMITTAL PACKAGES FOR EVALUATION

- a) The Procurement Office will distribute evaluation packages to the respective department for evaluation and recommendation for award. Bidder's responsiveness to the specifications shall be determined during the evaluation phase.
- b) The recommendation for award shall be submitted to the appropriate level of award authority for approval of award.
- c) The City shall consider the qualifications of the Bidder, subcontractors, suppliers and proposed manufacturers in the evaluation of Submittal Packages. The City may conduct such investigations as deemed necessary to establish the responsible qualifications and financial ability of the Bidders, proposed subcontractors, suppliers and proposed manufacturers. The City reserves the right to reject the response of any Bidder who is not deemed acceptable by the City.
- d) Payment terms offering a discount if paid within 30 calendar days will be considered in the evaluation.

**BIDDER'S RESPONSE FORM
CITY OF PUNTA GORDA, FLORIDA
SHELL CREEK CHEMICAL SYSTEM IMPROVEMENTS
F2024108/CONS-CHEMSYSTEMWTP/1620**

Bidder's (BUSINESS) Name:		Print name of Bidder's Authorized Agent responding to solicitation:	
Bidder's Mailing Address:		Bidder's Physical Address:	
Bidder's Contact Numbers Phone: () Fax: ()		Authorized Agent's email address:	
Unique Entity Identifier:	Federal ID Number (If SSN leave blank):	System for Award Management CAGE Code:	
1) Is the Authorized Agent responsible for receiving and responding to ALL correspondence relating to this solicitation? <input type="checkbox"/> Yes <input type="checkbox"/> No – If no, complete 3			
2) Is the contact information stated above correct for the Authorized Agent? <input type="checkbox"/> Yes <input type="checkbox"/> No - If no, complete 4			
3) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation: Name: Mailing Address: Phone () Email address:		4) Provide the following contact information for the Authorized Agent? Mailing Address: Phone () Fax ()	
Physical Address of Prime Bidder's Office Location Providing Service:			

All Solicitation Package forms shall be fully executed and submitted as specified in the Submittal Package Format Requirements section of this Solicitation Document. **SUBMITTAL PACKAGES NOT INCLUDING CITY FORMS SHALL BE REJECTED.** Any and all Submittal Packages, which do not comply with the Solicitation Package Requirements, shall be rejected. The City reserves the right to accept and/or reject any or all responses.

Submitting a Submittal Package in response to this Solicitation Package certifies the Bidder's Authorized Agent has read, understands and accepts the ENTIRE contents of this Solicitation Package, the Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package.

Addenda Acknowledgement: Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

Signature

Date

1. BID SCHEDULE

In compliance with the Solicitation F2024108/CONS-CHEMSYSTEMWTP/1620, the Bidder having examined the solicitation package, and being familiar with the conditions to be met, hereby submits the following bid schedule for furnishing the material, equipment, labor and all other incidentals necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form, the Schedule of Values, and/or on-line line items.

DO NOT REVISE DESCRIPTIONS, UNIT OF MEASURES (UOM) OR QUANTITIES. DO NOT ADD LINE ITEMS OR INDICATE VARIANCES TO THE BID SCHEDULE.

Item	Description	UOM	Quantity	Unit Price	Extended Price
Refer to Attachment F2024108E1 – Schedule of Values at www.pgorda.com on-line solicitation for the bid schedule.					

Bidder must write in the Total Bid Extended Price for Line Item 1 through 18 from the Schedule of Values (Attachment F2024108E1 or as may be amended by Addenda)

\$ _____

Write the Total Bid Extended Price for Line Item 1 through 18 in words

2. SURETY/BID BOND

- a. Format for surety/bid bond submittal: Hard Copy ORIGINAL or Electronic
- b. If Electronic: Surety2000 or SurePath - Electronic Bond # _____

3. LICENSES – Bidder must identify the State of Florida license for which they are qualifying:

Certified General Contractor (CGC)

License Number: _____ License Holder Name: _____

4. PROJECT TIMELINE

The City has stated the project time line in the Solicitation Document Agreement. Bidders shall indicate their proposed time line **ONLY IF** Bidder is proposing a decreased time line based on the City's timeline stated in the Agreement. Award of this Agreement shall not be based on decreased project timelines.

- a. Substantial Completion: _____ calendar days after the issuance of a Notice to Proceed.
- b. Final Completion: _____ calendar days after the issuance of a Notice to Proceed.

5. PAYMENT TERMS - Payment shall be in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes unless an early payment discount is offered and/or credit card payment is accepted.

- a. Early pay discount terms: _____ (example 2% 10 Net 25)
NOTE: IF NO EARLY PAY DISCOUNTS OFFERED TERMS ARE NET 25 (FS Prompt Pay Act)
 - i. Does the early pay discount apply to credit card payments? Yes _____ No _____
- b. CREDIT CARD

- i. Does your company accept CREDIT CARD payments? Yes _____ No _____

Credit card payments will be processed upon the City's verification/acceptance of work and payment application. The City will not pay fees for credit card transactions.

- c. If the Bidder does not accept Credit Cards, the City will pay by Electronic Funds Transfer (EFT).

Bidder Accept EFT Payment? Yes _____ No _____

6. PROGRESS PAYMENT OPTIONS – Contractor shall choose one of the options below for documentation required with Progress Payment applications.

- a. **OPTION 1:** NOTARIZED WAIVER AND RELEASE OF LIEN must be submitted from each subcontractor, sub-subcontractor, or supplier that has filed a Notice to Owner for services performed of materials/equipment supplied within the work in place period of the prior Application for Payment. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment.
- b. **OPTION 2:** CONSENT OF SURETY FOR PAYMENT must be submitted with each Application for Payment. Contractor must attach the notarized form as provided by the CITY (Exhibit C). CONTRACTOR must also submit a notarized FINAL WAIVER AND RELEASE OF LIEN from each subcontractor, sub-subcontractor, or supplier that has filed a Notice to Owner before final payment will be made.

7. RECORDS MANAGEMENT COMPLIANCE ELECTION

Bidder **must** elect one of the following options for compliance with public records retention and management of public records in full compliance with Chapter 119 State Statute at the completion of the project. Refer to the Agreement, included in this solicitation, Article Miscellaneous, Section Public Records Compliance/Management for compliance requirements.

OPTION 1: CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

OPTION 2: CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

8. EXPERIENCE AND REFERENCES

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements as stated the in the MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS of this SOLICITATION DOCUMENT.

The Bidder (Firm/Company) shall demonstrate a minimum of THREE (3) IMMEDIATE PAST YEARS of WATER TREATMENT PLANT CONSTRUCTION similar in scope and size with the Bidder as the PRIME CONTRACTOR and:

- At least two (2) of the projects completed SHALL DEMONSTRATE CHEMICAL STORAGE & FEED SYSTEM INSTALLATIONS

The Bidder shall demonstrate a project with the earliest completion date in 2021 and the latest completion date in 2025 A minimum of THREE (3) references must be provided.

Documentation shall include: 1) Contract #; 2) Description of Contract; 3) Contract Dates (from and to); 4) Owner or Company Name and Contact Person; 5) Email Address; and 6) Telephone and Fax Number.

Project or Contract # / Description / Date of Completion	Owner or Company Name / Contact Person	Email address*	Telephone
Description of Project: Were you the Prime Contractor contracted for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Was this a chemical storage & feed installation project? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Completion: _____	Owner/Company Name: Contact Person		
Description of Project: Were you the Prime Contractor contracted for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Was this a chemical storage & feed installation project? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Completion: _____	Owner/Company Name: Contact Person		
Description of Project: Were you the Prime Contractor contracted for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Was this a chemical storage & feed installation project? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Completion: _____	Owner/Company Name: Contact Person		
Description of Project: Were you the Prime Contractor contracted for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Was this a chemical storage & feed installation project? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Completion: _____	Owner/Company Name: Contact Person		
Description of Project: Were you the Prime Contractor contracted for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No Was this a chemical storage & feed installation project? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Completion: _____	Owner/Company Name: Contact Person		

*** Bidder shall state an EMAIL ADDRESS.**

9. PERFORMANCE QUESTIONNAIRE – Bidders shall complete the questionnaire in its entirety:

- a) Has the Bidder ever failed to complete a contract/project awarded to them?
 No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for failure to complete: _____

- b) Has the Bidder ever defaulted on any awarded contract/project?
 No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for default: _____

- c) Does the Bidder have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?
 No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Provide a detailed description of current claims or ligation with contract/project Owner:

- d) Does the Bidder have previous: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?
 No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Provide a detailed description of claims or ligation with any contract/project Owner:

- e) Is the Bidder currently debarred or suspended from bidding on any governmental agencies solicitations?
 No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for debarment or suspension: _____

10. SUBCONTRACTOR AFFIDAVIT

MANDATORY: THIS SECTION MUST BE COMPLETED IN ORDER FOR YOUR RESPONSE TO BE CONSIDERED RESPONSIVE. The following work will be accomplished by the Subcontractors listed below:

- A. Percentage of Work/Services to be performed by Subcontractors: _____; or
- B. ALL Work/Services to be performed by the Bidder.

SUBMISSION OF SUBCONTRACTOR LIST – Upon request by the City, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors to the City within forty-eight (48) hours.

After due investigation, if the City has reasonable objection to any proposed Subcontractor, the City may request the apparent low Bidder to submit an acceptable substitute Subcontractor without an increase in the price(s) proposed. If the apparent low Bidder declines to make any such substitution, the City has the right to reject the Bidder's submittal package and consider the next lowest Bidder. Collection on the Bidder's Bid Bond/Surety will be pursued by the City. Any Subcontractor so listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City.

NON-COLLUSION /LOBBYING CERTIFICATION

_____, being the authorized Agent, certifies that:

He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Proposal;

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: _____

Witness

(Printed Name)

(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City

Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

DRUG-FREE WORKPLACE

Preference may be given to Bidders submitting a certification with their submittal package certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Punta Gorda and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Punta Gorda shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____ .

(SEAL)
Secretary

By: _____

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Punta Gorda that the person signing the Bid and Bid Bond (as applicable) for the corporation has been properly empowered by the corporation to do so in its behalf.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:

- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, or
- 2. Is engaged in business operations in Cuba or Syria." Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, allow a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may allow a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within five (5) business days date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

Name of Bidder: _____

Authorized Signature: _____ Date: _____

Title: _____ Printed Name: _____

VERIFICATION OF EMPLOYMENT STATUS

By entering into this Agreement, the contractor certifies that they shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed with a Circuit Court or County Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply which shall result in termination of this contract.

NAME OF CONTACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

HUMAN TRAFFICKING AFFIDAVIT – FLORIDA STATUTES 787.06

Before me, the undersigned authority, personally appeared _____ of _____, whom after being duly sworn, deposes and states:

1. I _____, am an officer or representative of _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.
2. The non-governmental entity, _____, attests it does not use coercion for labor or services as defined in Florida Statutes 787.06.

By: _____

(Printed Name)
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Commissioner No.: _____

QUALIFICATIONS STATEMENT
SOLICITATION F2024108/CONS-CHEMSYSTEMWTP/1620

The undersigned attest to his/her authority to submit a response and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the City. The undersigned further certified that he/she has read the Solicitation Document and all other documentation relating to this request, and this response is submitted with full knowledge and understanding of the requirements and time constraints noted herein. The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF PUNTA GORDA
Procurement Manager
326 W. Marion Avenue
Punta Gorda, Florida 33950

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:

NAME:
ADDRESS:
PRINCIPLE OFFICE:

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

The address of the principal place of business is:

If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

If Bidder is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

If Bidder is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

If Bidder is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

The Bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualification to perform under the contract shall cause the owner to reject the proposal, and if after the award to cancel and terminate the award and/or contract.

Signature