

1. INTRODUCTION

1.1. Summary

Bid Opening: The City will accept only online submittals through our Platform, <https://procurement.opengov.com/portal/codb>, accessible through the City's website <https://www.codb.us/841/Purchasing>. All Bid Responses MUST be submitted through this Platform. **No paper Bids will be accepted.** Interested parties may view the Bid Opening virtually. The link to the Bid Opening will be provided in the Timeline section in the [#INTRODUCTION](#). A preliminary tabulation sheet will be available on the Platform within 24 hours of the Opening.

Participation: To view specifications, schedule, pose questions, receive addenda & notices, or submit an offer, visit <https://codb.us/841/purchasing> and click "Public Solicitation". Then click the 'PARTICIPATE' button at the bottom of the solicitation page. After clicking the participate button Bidder's will be prompted to login or register the company. Clicking the participating button does not obligate the Bidder to submit a response. It is recommended that Bidders register and participate as soon as possible in order to stay informed on this Solicitation. It is the Bidder's responsibility to stay informed of the latest announcements.

A Non-Mandatory Pre-Bid Conference will be held via Teams. Interested participants are urged to attend. Details are provided in the Timeline.

Question Deadline: The deadline for questions is detailed in the Timeline section of the [INTRODUCTION](#). Questions must be submitted through the Platform using the Question & Answer tab. To ask a question click the Question and Answer tab, select the blue "Ask Question" button. Add a Subject, enter your questions, and then select the blue Submit Question icon.

Addenda/Revisions/Question & Answers: Participants shall review all revisions and answers to published questions before submitting an offer. The 'Question & Answer' feature is authoritative and shall be considered an addendum to the Solicitation. All published answers shall display in the Question and Answer tab. Make sure that the latest version of documents been reviewed as well as all public announcements.

Offer Term: Bids may be held by the City for a period not to exceed 60 days from the date of opening of Bids for the purpose of reviewing the Bid and investigating the qualifications of Contractors prior to awarding the Contract.

Platform Support: Bidders shall contact OpenGov Procurement Support related to any inquiries related to the software. Bidders may contact Support via the blue chat bubble in the bottom right corner of an OpenGov Procurement webpage or can reach out via email at procurement-support@opengov.com or via phone at (855) 680-4747.

1.2. Contact Information

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Department:

Purchasing

1.3. Timeline

Release Project Date	March 6, 2023
Pre-Proposal Meeting (Non-Mandatory)	March 15, 2023, 2:00pm Meeting ID: 234 369 379 423 Passcode: UTU6Ap Download Teams Join on the web https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjcxYjg4YzUtM2FIMCO0N2FILWE2NjUtNDQ4MDQyYTlyOWI1%40thead.v2/0?context=%7b%22Tid%22%3a%22112fe1e2-c356-4b5a-885a-669fa41090ef%22%2c%22Oid%22%3a%22a9bda572-d900-4e9a-9486-7ef2b77b9b4d%22%7d Or call in (audio only) +1 312-667-7230,,383070953# United States, Chicago Phone Conference ID: 383 070 953#
Question and Request for Interpretation Submission Deadline	March 21, 2023, 2:00pm
Proposal Submission Deadline	April 12, 2023, 2:00pm

2. DEFINITIONS

THESE TERMS ARE STANDARD FOR ALL SOLICITATIONS ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL PROVISIONS.

Certain terms used herein will have the following meanings. Note some defined terms are not relevant to this Solicitation:

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Certain terms used herein will have the following meanings. Note some defined terms are not relevant to this Solicitation:

Addenda means written or graphic instruments issued prior to the end of the Offer Phase which clarify, correct, or change the Solicitation documents or Contract documents. Also means Addendum.

Bidder one who submits a response to a Solicitation; also means Proposer or Respondent.

City means The City of Daytona Beach, unless the context indicates otherwise, includes the City's officers, employees, and agents.

Commodities means the supplies, materials, Goods, merchandise, food, equipment, or other personal property, excluding real property, that the Bidder will be obligated to provide the City under any resulting Contract. References to Goods shall mean Commodities.

Contract means the form Contract, if any, required by the City in order to integrate all terms and conditions therein, provided by the City for the Bidder's execution and includes 1) the Solicitation documents 2) the Offer Package, 3) the Resolution or Ordinance 4) all Purchase Orders issued pursuant to the Solicitation documents 5) all amendments that may after the date of award be executed by the Bidder and the City 6) any addenda 7) any other Solicitation Documents. Also means an Agreement to purchase Goods or Services or both, regardless of whether the agreement is reduced to a single written document.

Electronic Signature means the original signature transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) and are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The City shall determine legibility and acceptability for public record purposes.

Florida Prompt Payment Act means F.S. §§ 255.0705—255.078, as amended from time to time.

Goods means Commodities.

Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of six months prior to the date Offers were received for the purchase or Contract at issue, which generally provides from such permanent place of business the kinds of Goods or Services solicited, and which at the time of the Solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Notice of Intent to Award (NOI) means a written notice given by the City stating that staff is recommending award to the listed Proposer. It includes instructions for completing and submitting any Contract that accompanies the NOI.

Offer means Solicitation Response, Submission, Submittal, Bid, or Proposal, submitted by a Bidder on the prescribed forms setting forth the prices for the work to be performed, and in the case of a Request for Proposals, the credentials, qualifications, and proposed project approach.

Platform means OpenGov, the software currently used by the City. All communications regarding this Solicitation will be posted at www.codb.us/841/purchasing through the Public Solicitations link. Bidders MUST submit Offers through the Platform. The Platform is utilized by the City and the Bidders to: 1) Allow Bidders to register and manage their company records, 2) Post and issue City Solicitation packages for Bidders from inception to award of a Solicitation, 3) Allow Bidders to submit an Offer Package online, electronically, through the Platform, 4) Allow Bidders to view all public record documents related to an online Solicitation.

Pricing Sheet means the area within the Platform where Bidders will provide their pricing response for the Solicitation. Also known as Bid Schedule.

Proposer means one who submits a response to a Solicitation; also means Bidder or Respondent

Purchase Order means a written document to an awarded Proposer formalizing the terms and conditions of a proposed transaction.

Respondent one who submits a response to a Solicitation; also means Proposer or Bidder.

Responsible refers to a Proposer that has the necessary skills, ability, capacity, and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive means conforming in all respects to the Solicitation Package, except minor irregularities.

Services means a Proposer's ability to comply with promised delivery dates, specifications, and technical assistance. Also means the furnishing of labor, time, or other form of effort.

Solicitation means the group or collection of information that constitutes detailing the requirements and requesting responses or submittals from eligible Proposers. The information may be in the form of electronic documents, files, and information contained in data fields in the Platform.

Solicitation Deadline means the specific date a time that a Solicitation is due. No Offers will be accepted after this time.

Tabulation Sheet means the opening results of a Solicitation. The Proposer's name, City, and Offer Price will be recorded for Invitations to Bid.

Vendor means Contractor, Company, Respondent, Supplier or Proposer to whom the Contract is awarded.

3. SCOPE OF SERVICES

3.1. GENERAL

The intent for this Invitation to Bid is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment.

3.2. DETAILS

- The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.
- Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.
- The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.
- Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

3.3. EQUIPMENT

All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 10 cubic yard debris tank, capable to be pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable to operate in conjunction with pressurized roll off containers.

The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

High Velocity Water Jet Cleaning:

- The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.
- The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

Hydraulically Propelled Cleaning Equipment:

- The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

Debris Collection:

- The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary
- sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris and decanting only water back into the collection system

downstream of the debris collection point or into a discharge point designated and approved by the City.

- The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.
- Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All Stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

3.4. EXECUTION

- All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City Representative. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.
- The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.
- The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.
- In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material.

Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

- The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

3.5. POLLUTION AND NOISE CONTROL

Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

- Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.
- Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.
- Air Pollution Control shall be in accordance with Federal, State, and City regulations.
- Fugitive Dust:
 - Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.
 - Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.
 - Do not cause or allow particulate matter to exceed 100 mg/m³ when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.
 - Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.
 - The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.
- Solid and Hazardous Waste

- Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any waste that is generated by the Contractor's operation using a licensed transporter authorized by FDEP.

Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

- Dust Control
 - Cover loads of materials, debris and soil transported from construction sites.
 - Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.
 - Establish regular cycles and locations for washing trucks which haul soil from the site.
 - Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.
 - Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
 - Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.
 - Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City Representative.

Solid and Hazardous Waste Disposal:

- Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.
- Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

- A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.
- Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City Representative.

4. INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR PROJECT SPECIFIC CONSTRUCTION SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION IN THE SPECIAL PROVISIONS SECTION.

4.1. BID DOCUMENTS

The Bid Documents consist of all published sections of this Solicitation including Attachments, Pricing Proposal Schedule and all other Forms to be completed, signed, and submitted by the Bidder, and all additional documents required to be completed and submitted by the Bidder as part of the Bid Submission.

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

Platform means OpenGov, the software currently used by the City. All communications regarding this Solicitation will be posted at www.codb.us/841/purchasing through the Public Solicitations link. Bidders MUST submit Offers through the Platform. The Platform is utilized by the City and the Bidders to: 1) Allow Bidders to register and manage their company records, 2) Post and issue City Solicitation packages for Bidders from inception to award of a Solicitation, 3) Allow Bidders to submit an Offer Package online, electronically, through the Platform, 4) Allow Bidders to view all public record documents related to an Online Solicitation.

4.2. COMPLETING THE BID

In order for the Bid to be considered complete:

- A. The Pricing Proposal and all other Required Forms must be completed. All blank spaces must be completed.
- B. All other information/documentation that is required to be submitted must be provided in the manner indicated.
- C. Any extraneous documents or information submitted by the Bidder will be discarded. The Bidder will be asked to sign a written contract only if the City awards the contract to that Bidder.

- D. Where the Pricing Proposal only calls for unit prices the Bidder must bid all unit prices as set forth in the Pricing Proposal unless Special Instructions are included in this Solicitation specifically allowing for partial or lot-by-lot Bids. If this Solicitation allows for partial or lot-by-lot Bids, the Bidder must comply with the Special Instructions in completing the unit prices set forth in the Bid Schedule.
- E. The Bid Price will be stated in numerals.
- F. The Bidder must not submit alternative Bids unless this Solicitation specifically authorizes alternate Bids. If this Solicitation specifically allows the submission of alternate Bids, the Bidder must submit the standard and the alternative Bid in order to be considered responsive.
- G. The Bid may not contain qualifications or exceptions of any kinds.
- H. All other submittal requirements stated herein must be met.

4.3. SIGNING THE BID

The Pricing Proposal all other Forms and documents requiring Bidder's signature must contain the signature of an individual authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. In addition, the person signing the Bid must also sign all of the other Forms to be submitted. Original and electronic signatures will be accepted.

4.4. REQUEST FOR INTERPRETATIONS

If the Bidder is in doubt as to the meaning of any of the Bid Documents included in this Solicitation, the Bidder may submit a written request via the Platform. Such requests must be received by the Request for Interpretations Deadline detailed in the Timeline section of the [INTRODUCTION](#) in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a public announcement, addendum, or answer to a question via the Platform and will be deemed to be a part of the Bid Documents. No oral clarification or interpretation will be binding.

QUESTIONS AND ANSWERS. All answers to material questions will be published on the Platform. Bidders are required to review all questions and answers within the Solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation Documents or any Contract resulting from this Solicitation.

4.5. ADDENDA TO BID DOCUMENTS

Prior to Bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish public announcements, addenda, or answers to questions submitted that relate to these Instructions, the Bid Documents, and to any Drawings, Specifications, or other Contract Documents previously supplied by the City. In addition, the City may by announcement, addenda, or answer to a question, extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts through the Platform to notify all potential Bidders of the issuance of Addenda, announcement, or answer.

The Bidder is solely responsible for ensuring that the Bid submitted reflects all such Addenda, answers, or announcements.

4.6. SUBMISSION OF ONLINE OFFERS

The City will only accept Offers online through the Platform. **No paper Offers will be accepted.**

All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Bidders will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Bidders will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Offer that does not meet the criteria stated in this paragraph.

4.7. BID SECURITY

The Bidder must submit Bid Security equal to 10% of the Bid. The Bid Security will be in the form of a Bid bond or any of the following alternate forms; cashier's check, certified check, money order, notes at par value, U.S. Currency, or U.S. Government Bond. Any Bid Security provided must be in original form. The City has the right to retain the Bid security as liquidated damages should the Successful Bidder fail to comply with the terms of the Bid. The City will return the Bid security to unsuccessful Bidders after the contract award.

Any Bid bond provided must be in a form approved (A1A) and must be accompanied by sufficient evidence of the issuing agent's authority. The surety company executing the bond must be authorized to do business in the State of Florida. If the Bid bond is in an amount greater than \$5,000.00 the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

Bidders must submit a copy of the Bid Security with the electronic submittal. Failure to provide the digital copy of the Bid Security with the Bid submittal will result in the Bid being found non-responsive and ineligible from consideration for award.

4.8. AMENDMENT AND WITHDRAWAL OF BID

The Bidder may amend or withdraw the Bid at any time prior to Bid opening. Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to Bid opening.

4.9. DISQUALIFICATION OF BIDDERS

- A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one Bid for the work involved, all Bid proposals submitted from the Bidder will be rejected.
- B. **Collusion:** If the City determines that collusion exists among Bidders, the City will reject the Bids of all participants in the collusion.

- C. **Public Entity Crimes:** Failure to submit a correctly completed public entity crimes form. Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted Supplier list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit an Offer (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a Supplier, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted Supplier list
- D. **Scrutinized Companies List:** If the Bidder is found to have submitted a false certification as provided by F.S. Section 238.175(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City will have the option to immediately terminate this Contract.

4.10. BID OPENING

Bid Opening will be scheduled on the date and time specified in the Timeline section of the [INTRODUCTION](#) for the Bid, or by any applicable Bid Announcement, addenda, or answer that the City may issue. At Bid opening, the City will electronically open the Bid so long as it is proper and has been timely submitted. The Bid Tabulation will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is submitted via the Platform prior to Bid Opening. Late Bids will not be accepted by the Platform.

Bid openings are broadcast live via Teams. Bidders who want to witness a Bid Opening may do so by logging on at the link in the Timeline section in the [INTRODUCTION](#) at the Bid Opening date and time.

4.11. BID AS OFFER; FIRM PRICING; NO GUARANTEES AS TO THE QUANTITIES ORDERED

In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City, the Bidder, and the surety for the Bidder.

In addition, if this Solicitation requests submission of unit prices: (i) all unit prices will be deemed to be held firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

4.12. FEDERAL TAXES

The Bid price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid price. Tax exemption certificate will be furnished upon request.

4.13. BID PRICE INCLUSIVE OF COSTS

SCOPE OF WORK is inclusive of all of the Bidder's direct and indirect costs of performing the [SCOPE OF SERVICES](#).

4.14. BIDS AND PUBLIC RECORDS

Sealed Bids received by the City pursuant to this Solicitation will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, Bids will be open for inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS in a certified letter addressed to the Purchasing Agent and received at least 3 days prior to the Bid Opening. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed Bid.

4.15. BID OPENING RESULTS

The Bidder may secure information pertaining to Bid opening results on the Purchasing Division webpage <https://www.codb.us/841/purchasing>, or by emailing a request to purchasing@codb.us. Copies of preliminary tabulation sheets will be furnished upon request and receipt of a valid email address.

4.16. BIDDER CAPABILITY/REFERENCES

Prior to Contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate that Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

4.17. REVIEW; BASIS OF AWARD

Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the Purchasing Code, Chapter 30 of the Daytona Beach Code of Ordinances. Any contract awarded pursuant to this Solicitation will be made on the basis of the criteria for award of Bids provided in the Purchasing Code.

A link to the Code of Ordinances is available on the City's web site, www.codb.us.

4.18. LOCAL PREFERENCE

The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to Local Vendors whenever the application of such a preference is reasonable in light of the dollar-value of Offers received in relation to such expenditures.

As used in City Code, the term, "Local Vendors" means a person or business entity which has maintained a permanent place of business with full-time employees within the City limits of the City of Daytona Beach for a minimum of six months prior to the date Solicitations were received for the purchase or Contract at issue, which generally provides from such permanent place of business the kinds of Goods solicited, and which at the time of the Solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest Responsive Offer by a non-Local Vendor, and an Offer by a Local Vendor is within 10% of the lowest Offer, then these two Bidder's will each have the opportunity to submit a best and final Offer equal to or lower than the amount of the lowest Offer within five working days after Offer opening. The Contract will be awarded to the Bidder submitting the lowest Responsive Offer or final Offer. In case of a tie between a Local Vendor and a non-local Vendor the Contract will be awarded to the Local Vendor.

If the Bidder intends to qualify as a Local Vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Offer Package. A Bidder who fails to properly complete and sign this affidavit or submit it with the Offer Package, will not be further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Offer Package, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

4.19. IDENTICAL TIE BIDS

If there are two or more low responsive Bids from responsible Bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the Bidder qualifying for local preference under Code 30-86; b) the Bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible Bidder as defined under the City Code 30-82 (9)(c).

4.20. RIGHT TO ACCEPT OR REJECT BIDS

The City will reject Bids which contain modifications, qualifications, or exceptions, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion determines that the non-compliance is minor.

The City does not bind itself to accept the minimum Bid stated herein, but reserves the right to accept any Bid, which in the judgment of the City will best serve the needs and interests of the City.

4.21. PIGGYBACK AUTHORITY

All Suppliers awarded Contracts pursuant to this Solicitation are required to permit government agencies, cities, counties, and political subdivisions to participate in the Contract under the same prices, terms, and conditions except where allowance are made for differences in delivery costs.

4.22. CRA MAY AWARD PURCHASE ORDERS ISSUED PURSUANT TO CONTRACT

In the case of a continuing term supply or service contract awarded pursuant to this Solicitation, if the funds to be used to pay for a portion of the supply or service are from redevelopment trust funds, the Community Redevelopment Agency (CRA) is authorized to issue the purchase order corresponding to the supply or service instead of the City.

4.23. BIDDER RESPONSIBILITY FOR PREPARATION COSTS

Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this Solicitation.

4.24. POST-AWARD SUBMITTAL REQUIREMENTS

Within 15 business days after the City's issuance of a notice of award, the Successful Bidder must submit each of the following:

- A. A signed contract, using the form provided with or referenced by the notice of intent to award.
- B. Proof of insurance, in accordance with the requirements of the Contract. See the Contract form for more information regarding insurance requirements.
- C. Performance Security, as further described below, in an amount equal to 100% of the Contract Price. The award is subject to cancellation and the Bid Security subject to forfeiture if this deadline is not met.

4.25. PERFORMANCE SECURITY

Performance Security is required unless the contract award amount is less than \$100,000.00. Payment and performance bonds may be submitted or an alternative form of security as specified in Florida Statutes § 255.05(7) may be provided upon the City's prior written approval.

If the Successful Bidder elects to use payment and performance bonds for required Performance Security, the Successful Bidder will use forms provided by the City. Copies of the City's current form bonds will be provided with the Notice of Award. Completed bonds must be originals, not copies, with raised corporate seals included where applicable. The bonds must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bonds must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

4.26. E-VERIFY

E-Verify. - The CONTRACTOR (and its subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the

CONTRACTOR certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The CONTRACTOR must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the CONTRACTOR regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the CONTRACTOR has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the CONTRACTOR and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

4.27. PUBLIC RECORDS

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

- (1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.
- (2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.
- (4) Upon completion of the work required by a specific work authorization, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023

(Email) clerk@codb.us

(Address) 301 S. Ridgewood Avenue

Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR'S obligation to comply with Section 119.0701(3)(a), Florida Statutes.

4.28. MBE/WBE (Voluntary) FORMS

If the Bidder or any of their sub-contractors are MBE/WBE please complete and upload Attachments A-D (that apply to this solicitation) with your submission.

5. SPECIAL PROVISIONS

5.1. EFFECTIVE DATE AND TERM

The Effective Date of the Contract that will originate from this solicitation will be date on which the last Party signs it. The successful Bidder(s) shall be awarded a Contract for an initial term of three (3) years, commencing on the effective date.

5.2. RENEWAL OPTIONS

The City will have the option to renew the Contract up to two (2) Terms of one (1) year each, by providing Vendor written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Vendor.

5.3. WORK AUTHORIZATION

This Contract, in and of itself, does not require the Vendor to provide any Commodities or perform any Services, or require the City to pay for such Commodities or Services. No Commodities or Services will be deemed ordered, and no obligation will arise to pay for such Commodities or Services, except when specifically authorized by a written Work Authorization issued in accordance with the City's procurement policies. The Work Authorization will generally consist of the Vendor's written, date quotation, listing the Commodities offered, including quantities, with reference to the units and prices set forth in the Bid Schedule, consistent with the provisions of this Contract; and the City's Purchase Order accepting such offer. No Work Authorization may alter the terms and conditions of this Contract; and any provision of a Work Authorization. In case of a conflict with a Work Authorization, this Contract will govern.

5.4. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS. Minimum Qualifications

In order to be considered qualified to provide the requested Commodities, the Bidder must have all required permits, must have an active, permanent, and successful operation for a minimum of three years prior to the date of submission of Offer, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested Commodities.

5.5. REFERNECES

Bidders will be required to submit a total of three (3) References who can attest to Bidder's Past Performance on contracts of a similar nature.

The contact person(s) listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

References are to be submitted under [#REQUIRED FORMS AND DOCUMENTS](#)

6. IDEMNIFICATION AND INSURANCE

Indemnification.

CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the CONTRACTOR's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONTRACTOR," includes CONTRACTOR's officers, employees, and agents, including subcontractors and other persons employed or used by CONTRACTOR. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Insurance.

CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the

aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages in Section 6.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of all required insurance has been filed with and approved by the CITY. CONTRACTOR will furnish such proof in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager

The CITY of Daytona Beach

P.O. Box 2451

Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR'S expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from

the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR'S failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein.

7. FEDERAL CONTRACT PROVISIONS

7.1. Equal Employment Opportunity

Equal Employment Opportunity – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.2. Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- A. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

7.3. Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.4. Rights to Inventions Made Under a Contract or Agreement

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal

Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

7.5. Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.6. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.7. Suspension and Debarment

This requirement applies to all FEMA grant and cooperative agreement programs.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. §

180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.8. Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.9. Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7.10. Access to Records

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7.11. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

7.12. Department of Homeland Security (DHS) Seal, Logo, and Flags

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7.13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

7.14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

7.15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

8. REQUIRED FORMS AND DOCUMENTS

8.1. ACKNOWLEDGEMENT*

The Response has been submitted by an authorized representative of the Proposer; the Proposer hereby declares and affirms each of the following:

- * has had the opportunity to examine the facilities where the Services are to be performed and is fully informed in regard to all conditions pertaining to the site(s), if applicable.
- * has thoroughly examined the Documents and that Proposer is sufficiently knowledgeable of the Services to be performed.
- * hereby agrees to furnish all labor, materials, and equipment required to perform the Services/Commodities in strict accordance with the solicitation and for the fees/pricing as stated in this Proposal.
- * If the attached Price Sheet includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a Contract is awarded; and that, subject to the terms and conditions of the Contract, the Supplier will be entitled to payment based upon the number of units purchased or Services performed and accepted, as specified in the Contract Documents,
- * has completed the information required in this RFP truthfully.
- * that the Offer may be accepted by the City’s issuance of a Contract to the Proposer.

Proposer will be fully bound by all Contractual terms and conditions set forth herein; provided, however, that if the Solicitation Documents call for alternative Offers any alternative Offer not specifically accepted the City in the notice of award will not be a part of the Contract.

☐ Please confirm

*Response required

8.2. TYPE OF ENTITY*

The Proposer submitting this proposal is: (Select One)

- ☐ Individual / Sole Proprietor
- ☐ A Florida Corporation/Limited Liability Corporation
- ☐ A Foreign Corporation/Limited Liability Company authorized to do business in Florida* (if selected specify state)
- ☐ A Florida Limited Partnership
- ☐ A Foreign Limited Partnership authorized to do business in Florida* (if selected, specify state)
- ☐ A General Partnership (If selected, provide partner names)
- ☐ A Joint Venture (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.)

*Response required

8.3. DESIGNATED REPRESENTATIVE*

Please provide the name, address, cell phone and email address of person who will serve as the designated representative of the Proposer if this RFP is awarded to the Proposer.

*Response required

8.4. CERTIFICATION AFFIDAVIT BY PROPOSER AS LOCAL BUSINESS *

Proposer certifies under penalty of perjury, as the respondent, if claiming Local Preference:

- The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee for the last six consecutive months, if applicable to Proposer.
- The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above, if applicable to Proposer.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code, if applicable to Proposer.

I acknowledge the local preference requirements and understand these requirements. If Proposer is awarded a contract, Proposer further understands that failure to notify The City of Daytona Beach of any change in status as a result of an awarded agreement may result in breach.

- ☐ Proposer IS claiming Local Vendor Preference for this ITB and Acknowledges entirety of this Question
- ☐ Proposer IS NOT claiming Local Vendor Preference for this ITB

*Response required

8.5. INSURANCE*

Proposer agrees to the insurance requirements stated in the solicitation and if selected will provide a Certificate of insurance within 10 days of receiving a Notice of Intent to Award. Failure to provide stated coverage will result in a non-responsive proposal

☐ Please confirm

*Response required

8.6. W-9*

Please upload current W-9 form.

*Response required

8.7. CONFLICT OF INTEREST*

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Daytona Beach. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of the Respondent's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes

☐ No

*Response required

8.8. Enter explanation of the conflict of interest as indicated above.

8.9. NON-COLLUSTION AFFADAVIT OF THE PRIME PROPOSER*

- The Proposer that has submitted this Proposal certifies under penalty of perjury that:
- The respondent is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- Such Bid is genuine and is not a collusive or sham Bid;

- Neither the said Proposer nor any of its officers, partners, owners, agent, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any Bidder, firm or person to fix the price or prices or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By checking the box below, the respondent acknowledges and agrees to the above statement.

☐ Please confirm

*Response required

8.10. PUBLIC ENTITY CRIME*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By checking the box below, the Respondent represents and certifies under penalty of perjury that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Please confirm

*Response required

8.11. SCRUTINIZED COMPANIES CERTIFICATION*

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the

'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (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 (\$1,000,000) 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 it is found to have been engaged in business operations in Cuba or Syria.

By checking the box below, the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

☐ Please confirm

*Response required

8.12. DRUG-FREE WORKPLACE CERTIFICATION*

In order to have a drug-free workplace program, a business will:

- A. 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.
- B. 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 violation.

- C. Give each employee engaged in providing the Commodities or contractual Services that are under Offer a copy of the statement specified in subsection 1).
- D. In the statement specified in subsection 1), notify the employees that, as a condition of working on the Commodities or contractual Services that are underbid, 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 occurring in the workplace no later than five days after such conviction.
- E. Impose sanction 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section

By checking the box below, the respondent acknowledges and agrees to the 'Drug Free Workplace Certification.'

☐ Please confirm

*Response required

8.13. REVISIONS / ADDENDA / QUESTIONS AND ANSWERS*

All answers to questions of substance will be publicly published.

Participants are required to review all revisions and answers to questions published.

Revisions within the Solicitation as well as answers to questions posed through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation.

All information in this Solicitation, including that provided through the 'Question and Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By checking the box below, participants are confirming that they have reviewed revisions and all answers to questions published and any Addenda up until the bid closing date and have given consideration to all information in preparing your response to this solicitation. Selecting YES will serve as your electronic signature of acknowledgement.

☐ Please confirm

*Response required

8.14. E-VERIFY Affidavits*

Please download the below documents, complete, and upload.

- [E-Verify Contractor Affidav...](#)
- [E-Verify Subcontractor Affi...](#)

*Response required

8.15. E-VERIFY*

Upload E-Verify Forms here.

*Response required

8.16. WBE/MBE ATTACHMENTS A-D*

Please download the below documents, complete, and upload.

- [A-D MBE Forms.pdf](#)

*Response required

8.17. WBE/MBE PARTICIPATION *

Upload WBE/MBE Participation forms A-D here.

*Response required

8.18. REFERENCES*

Upload Reference Sheet Here

*Response required

8.19. BID SECURITY*

UPLOAD ANY APPLICABLE BID BONDS OR OTHER APPLICABLE DOCUMENTS HERE

*Response required

9. **PRICING PROPOSAL**

PRICING PROPOSAL

Line Item	Description	Unit of Measure	Unit Cost	Extended Cost
1	MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS	LS		
2	MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS	LS		

Line Item	Description	Unit of Measure	Unit Cost	Extended Cost
3	BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)	DAYS		
4	ADDITIONAL FEATURE-JETTING (AS REQUIRED)	DAYS		
5	ADDITIONAL FEATURE-49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES	DAYS		
6	ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING	DAYS		
7	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW	DAYS		
8	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)	DAYS		
9	ADDITIONAL FEATURE-HEAVY DEBRIS JETTING (GREATER THAN 500GPM)	DAYS		

Line Item	Description	Unit of Measure	Unit Cost	Extended Cost
10	ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	DAYS		
11	ADDITIONAL FEATURE - OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM.	DAYS		
12	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)	TON		
13	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY 3651 LPGA BLVD (INCLUDES TRANSPORTATION)	TON		